

PROJECT NAME: _____

CITY COUNCIL APPROVAL

PROJECT NO.: _____

DATE: _____

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF MILPITAS AND
DENOVO PLANNING GROUP**

THIS AGREEMENT for consulting services is made by and between the City of Milpitas ("City") and DeNovo Planning Group ("Consultant") as of _____, 2016

AGREEMENT

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on February 28, 2019 the date of completion specified in Exhibit A, and Consultant shall complete all the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. Exhibit A shall name any specific personnel who shall be performing services. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to complete Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a guaranteed maximum price not to exceed \$ 1,200,000.00 for all services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in

the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Hourly rates for personnel performing services shall be as shown in Exhibit B. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred during the billing period. Invoices shall contain the following information:

- Serial identification of bills;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion, if applicable;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The Consultant's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above and is otherwise acceptable to the City to pay Consultant. In the event that an invoice is not acceptable to the City, said invoice shall be returned to Consultant within thirty (30) days of the City's receipt of the invoice with a detailed explanation of the deficiency. City's obligation to pay a returned invoice shall not arise earlier than thirty (30) days after resubmission of the corrected invoice.

- 2.3 Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment. In the event that Consultant identifies additional work outside the scope of services specified in Exhibit A that may be required to complete the work required under this Agreement, Consultant shall immediately notify the City and shall provide a written not-to-exceed price for performing this additional work.

- 2.4 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on Exhibit B.

- 2.5 Reimbursable Expenses.** Reimbursable expenses are shown on Exhibit B, and shall not exceed **Three Hundred Ninety Thousand Dollars (\$390,000.00)**. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total not-to-exceed amount of compensation provided under this Agreement.

- 2.6 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any other applicable federal or state taxes.

- 2.7 Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date. The City shall have no obligation to compensate Consultant for work not verified by logs or timesheets.

- 2.8 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a written Notice to Proceed from the City.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve

incurring any direct expense, including but not limited to computer, cellular telephone, long-distance telephone, or other communication charges, vehicles, and reproduction facilities.

If the performance of the work specified in Exhibit A requires destructive testing or other work within the City's public right-of-way, Consultant, or Consultant's subconsultant, shall obtain an encroachment permit from the City.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement and shall produce said policies to the City upon demand. The cost of such insurance shall be included in the Consultant's price. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the City Attorney. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used,

either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. City and its officers, employees, agents, contractors, consultants, and volunteers shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, contractors, consultants, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees, contractors, consultants, and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.

- e. An endorsement shall state that coverage shall not be suspended, voided, or canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4.3 Professional Liability Insurance. If Consultant shall be performing licensed professional services, Consultant shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

4.3.1 Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4.3.3 The policy must contain a cross liability clause.

4.3.4 The following provisions shall apply if the professional liability coverages are written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least three years after completion of the Agreement or the work, unless waived in writing by the City.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 Requirements for All Policies.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

4.4.3 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4.4 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of the City, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, contractors, consultants, and volunteers. The City may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to the City.

4.4.5 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Declare Consultant in material breach of the Agreement and terminate the Agreement.

4.6 Waiver. The Risk Manager of the City has the authority to waive or vary any provision of Sections 4.2 through 4.5. Any such waiver or variation shall not be effective unless made in writing.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Consultant shall indemnify, defend with counsel reasonably acceptable to the City, and hold harmless the City and its officials, officers, employees, agents, contractors, consultants, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, contractors, consultants, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3. Otherwise, City shall not have the right to control the means by which Consultant

accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

- 6.2 Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions and to perform this Agreement. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business license from City.
- 7.5 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this

Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the City or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** City may terminate this Agreement at any time and without cause upon written notification to Consultant.

In the event of termination, Consultant shall be entitled to compensation for services performed prior to the effective date of termination as provided in Section 2. City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the City, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors listed in the Consultant's proposal, without prior written approval of the City.

- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all of the following:

8.6.1 Immediate cancellation of the Agreement;

8.6.2 Retention of the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement prior to cancellation; and

8.6.3 Retention of a different consultant at Consultant's cost to complete the work described in Exhibit A not finished by Consultant.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City at any time upon demand of the City. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. Failure by Consultant to deliver these documents to the City within the time period specified by the City shall be a material breach of this Agreement. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are preliminary drafts not kept by the City in the ordinary course of business and will not be disclosed to third parties without prior written consent of both parties.

9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 **MISCELLANEOUS PROVISIONS.**

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Santa Clara or in the United States District Court for the Northern District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of performance or any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant were an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this

Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, may be disqualified from holding public office in the State of California.

Consultant certifies that it has not paid any direct or contingent fee, contribution, donation or consideration of any kind to any firm, organization, or person (other than a bona fide employee of Consultant) in connection with procuring this Agreement, nor has Consultant agreed to employ or retain any firm, organization, or person in connection with the performance of this Agreement as a condition for obtaining this Agreement.

- 10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by **the Director of Planning** who is authorized to act for, and on behalf of, City. All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 Notices.** Any written notice to Consultant shall be sent to:
- Ben Ritchie
De Novo Planning Group
1020 Suncoast Lane, Suite 106
El Dorado Hills, CA 95762
- Any written notice to City shall be sent to:
Director of Planning
455 East Calaveras Boulevard
Milpitas, California 95035
- 10.11 Professional Seal.** Where applicable in the determination of the City, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 10.12 Integration.** This Agreement, including the exhibits, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 10.13 Exhibits.** All exhibits referenced in this Agreement are incorporated by reference herein.

CITY OF MILPITAS

CONSULTANT

Thomas C. Williams, City Manager
APPROVED AS TO CONTENT:

BEN RITCHIE, Principal

Taxpayer Identification Number

APPROVED AS TO FORM:

City of Milpitas Business License Number

Christopher Diaz, City Attorney

EXHIBIT A
SCOPE OF SERVICES

TASK 1

Consultant shall meet with staff to establish an initial three-month schedule of events and work product. The schedule shall be detailed by task and time and presented in CPM format. This initial three-month schedule shall be regularly updated such that within one week prior to the completion of the initial three-month work plan Consultant shall provide a detailed CPM schedule for the next three months for review by staff. This process shall continue through the time of this Agreement. (within 1 week of execution)

TASK 2

Consultant shall work with staff to prepare a report to the City Council recommending the constituents of a General Plan Advisory Group to provide advice and recommendations to the Consultants and staff regarding all aspects of the General Plan. Within this report, Consultant shall also prepare and provide a recommended schedule of meetings and topics for the Advisory Group. The Consultant shall also prepare and provide recommendations regarding other public meetings, such as with community groups, neighborhood associations, housing advocates, developers, outside agencies, and City Council and Planning Commission. Within this Task, Consultant shall also initiate design and implementation of a website and a community newsletter in coordination with City staff. (within 45 days of Task 1)

TASK 3

Consultant shall prepare an Existing Conditions Report that will serve as the baseline for programs and goals in the General Plan. The technical reports and analyses shall be coordinated with appropriate City staff, as determined by the Planning Director. At a minimum, the Existing Conditions Report shall provide information and data on the following areas:

- Land Use
- Population and Housing
- Economic Development
- Circulation
- Community Services and Facilities (including schools)
- Utilities
- Public Safety
- Parks and Recreation
- Noise
- Cultural Resources
- Conservation
- Hydrology
- Hazards and Hazardous Materials

- Biological Resources
- Air Quality
- Geology
- Mineral and other resources
- Aesthetics and Visual Resources

(within 5 months of Task 1)

Task 4

Consultant shall prepare an Opportunities and Constraints Report based on public meetings, meetings with staff and other City representatives, and the Existing Conditions Report. The Report shall be structured with the topics to be included in the Final General Plan. The final topics and structure shall be those established with staff in Task 1. Within this Task, Consultant shall prepare a Land Use Alternatives report. The land use alternatives shall be evaluated with respect to each alternative's consistency with the vision expressed by the community and other specific factors and constraints as agreed to by staff. Within the Land Use Alternatives, consultant shall also prepare an Economic Analysis of the Land Use Alternatives evaluated and described within the Land Use Alternatives Report. (within 7 months of Task 1)

Task 5

Consultant shall prepare the new General Plan. The initial work product shall be an Administrative Draft for review and approval by staff. This Administrative Draft shall contain all elements and topics of the General Plan as agreed to in Task 1. Upon review and coordination with staff, Consultant shall prepare a screen-check Draft General Plan for presentation to the public at forums as agreed to by staff. Upon completion of a public review process, Consultant shall incorporate all comments and changes as directed by staff to prepare the Final General Plan document. (draft within 15 months of Task 4; final within 5 months of completion of public comment period)

Task 6

Consultant shall prepare the Environmental Impact Report for the General Plan. Consultant shall prepare an Administrative Draft for review and approval by staff. Based on comments from staff, Consultant shall prepare a Draft Environmental Impact Report for public circulation. It shall be the responsibility of Consultant to assure circulation to reviewing agencies and other interested parties. Consultant shall assist staff in preparing and presenting the Report to the public through scoping sessions, Planning Commission hearings, and City Council hearings. Consultant shall prepare a Final Environmental Impact Report in conformance with the requirements of state law and assist staff in the completion of all administrative requirements associated with certification and recordation of the Final Report. (begin in consultation with staff, but within one year of execution)

Task 7

Consultant shall coordinate with staff and the Milpitas Economic Development Commission directly, as the Steering Committee to prepare an Economic Development Strategic Plan based on the Fiscal Impact Report prepared as an integral portion of the General Plan. Consultant shall

1. Meet with the Commission at least five times during the development and completion of the Strategic Plan
2. Based on the Conditions and Trends report prepared as part of the Draft General Plan, conduct any additional research (e.g., interviews with stakeholders, business surveys, etc.), as directed by staff or the Commission
3. Prepare Draft Goals, Policies, Strategies Document
4. Revise Draft Strategic Plan, based on Commission, public, and staff comments and directions.
5. Prepare Final Strategic Plan Document

(initiate within one month of execution and complete within one year)

Additional Services

Upon written request by Consultant or staff work related to the project but not specifically anticipated in this Agreement, the Consultant may be requested to provide a specific request for funds and/or time. Staff will review such request and issue a written acceptance or denial.

EXHIBIT B

COMPENSATION SCHEDULE

Task 1	\$21,510	begin within 1 week of Execution
Task 2	\$126,910	begin within 45 days of Task 1
Task 3	\$213,759	begin within 5 months of Task 1
Task 4	\$128,690	begin within 7 months of Task 1
Task 5	\$192,685	begin Draft within 6 months of Task 1 begin Final upon conclusion of Public comment
Task 6	\$201,090	begin within 1 year of Task 1
Task 7	\$37,915	begin within 1 month of Task 1
Administration	\$77,423	
Additional Services/Contingency	\$200,018	
Total Compensation	\$1,200,000	

Funds may be shifted between Tasks upon written request by Consultant and written approval by staff, except no actions shall be taken that exceed the authorized funding of the entire project

***10B**



PROPOSAL TO PREPARE THE MILPITAS GENERAL PLAN UPDATE



Submitted to:
City of Milpitas
Department of Planning and
Neighborhood Services
Bill Ekern, Interim Director
455 E. Calaveras Boulevard
Milpitas, CA 95035-5411

Submitted by:
De Novo Planning Group
1020 Suncoast Lane, Suite 106
El Dorado Hills, CA 95762
916-949-3231



DE NOVO PLANNING GROUP





January 28, 2016

Mr. Bill Ekern
Interim Director
Department of Planning and Neighborhood Services
City of Milpitas
455 E. Calaveras Boulevard
Milpitas, CA 95035-5411

SUBJECT: Proposal to Prepare the Milpitas General Plan Update

Dear Mr. Ekern:

Speaking on behalf of the entire De Novo Planning Team, we would like to thank you for the opportunity to submit this detailed scope of work, budget, and schedule to update the Milpitas General Plan. Based on our conversations with you, our review of the RFQ, and our review of the City's existing General Plan and key planning documents, we are confident that we have assembled a first-class team to undertake this exciting project and deliver the City with a world-class General Plan Update under a very competitively priced budget.

Our team will provide the City with an energetic and dedicated group of professionals with exceptional skills and qualifications. We are 100% committed to this project and will allocate our resources and energy in a way that will exceed all expectations, leaving the City of Milpitas with a useful and implementable General Plan that satisfies the community. Our goal is to serve as an extension of your staff in a capacity that will provide the tools, research, and professional knowledge to help craft a General Plan that will implement the vision of the City Council, staff and the community.

De Novo Planning Group would serve as the prime consultant for this project with the City. We are joined by our excellent team of subconsultants, including W-Trans (traffic), BAE (economics/fiscal), J.C. Brennan (noise), Peak and Associates (cultural), and West Yost (infrastructure). As explained in greater detail in the statement of qualifications we submitted in October 2015, our team has excellent qualifications and experience preparing comprehensive general plan updates, and we are very experienced working in Bay Area communities facing growth and economic development pressure.

Our team is led by De Novo Principal, Ben Ritchie. Ben will serve as the project manager and will be the primary point of contact for all project matters. Mr. Ritchie is an officer with the firm, and is authorized to negotiate on the firm's behalf.

Based on our discussions with you, we have included the preparation of the General Plan EIR as an optional task in our proposal. As demonstrated in our previously-submitted SOQ, we have exceptionally strong qualifications and experience preparing concurrent General Plans and General Plan EIRs, and we



strongly feel that the use of a single project team to prepare both documents will be of great benefit to the City in terms of cost savings, schedule adherence, and internal consistency. We encourage the City to contact all of the references identified in our SOQ to inquire about the success of our approach to these projects, and the responsiveness of our management team.

We have also included the preparation of a stand-alone Economic Development Strategic Plan as an optional task in our scope of work. This work effort would be led by BAE, and is explained in greater detail in our proposal.

We have prepared this scope of work based on our recommendations for the correct and appropriate work plan to meet the City's needs. However, I would like to emphasize that we are very flexible in terms of our approach and work program for this project. If there are additional tasks the City would like included, such as more detailed infrastructure sizing analysis calculations, or other changes to our project approach that may be appropriate, we are more than happy to discuss potential revisions to our approach.

We look forward to the opportunity to meet with you in person to further discuss our proposal and our approach to the preparation of your General Plan Update.

If you have any questions regarding this submittal, please do not hesitate to contact me at (916) 949-3231 or at britchie@denovoplanning.com.

Sincerely,

DE NOVO PLANNING GROUP
Ben Ritchie, Principal

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1. OVERVIEW AND SUMMARY

This proposal has been prepared by De Novo Planning Group in response to the City of Milpitas' Request for Qualifications (RFQ) and subsequent interview process for a comprehensive update to the City's General Plan and the associated Program-level Environmental Impact Report (EIR).

Our team has thoroughly reviewed the City's RFQ as well as available City documents and resources. We are confident that we have assembled an excellent team of planners, engineers, and industry specialists that will successfully deliver a General Plan and EIR that reflect the community's values and priorities.

Our team is dedicated to ensuring a process that is transparent, open, technically sound, and inclusive of all key stakeholders and community members that wish to participate in this process. As described in greater detail below, our firm principals will be personally involved in every aspect of this work program from start to finish. We have successfully completed General Plans utilizing the approaches presented in this proposal, and we strongly encourage the City of Milpitas to contact our references. Our team brings unparalleled energy, enthusiasm, and dedication to each of our projects, and we are excited about this opportunity to provide professional planning services to the City of Milpitas.

The scope of work on the following pages addresses all of the components and tasks included in the City's RFQ and identified by City staff during our discussions and interview.

It is our understanding that the City is contemplating the execution of a separate contract with another firm (yet to be determined) for completion of the requisite General Plan EIR. As demonstrated in our previously-submitted Statement of Qualifications, and during our discussions with City staff, our team is exceptionally qualified and experienced in the preparation of General Plan EIRs, particularly in instances where we are the General Plan preparer. We have prepared the EIR in-house for all of our comprehensive General Plan Update projects. By using the same team of planners, technical experts, and engineers to prepare both the General Plan and the EIR, we are better able to achieve cost savings, project consistency, schedule adherence, internal consistency, and deliver a General Plan that is self-mitigating. We look forward to further discussions with the City regarding the benefits of our proposed approach.

The scope of work and budget associated with preparation of the EIR is included as an optional task, as described below.

1.2 ORGANIZATION OF THE WORK PROGRAM

This Scope of Work is divided into the following components:

- A. General Plan Update
 - 1. Project Initiation
 - 2. Community Participation Program
 - 3. Existing Conditions Report
 - 4. Opportunities and Constraints / Land Use Alternatives/ Fiscal Impacts Reports
 - 5. Draft General Plan
 - 6. Final General Plan
 - 7. General Plan Adoption
 - 8. Meetings and Project Management
- B. Environmental Impact Report (Optional Task)
 - 1. EIR Project Initiation (Kick-off, NOP, Scoping)
 - 2. Draft Environmental Impact Report
 - 3. Public Hearings
 - 4. Final Environmental Impact Report
 - 5. Meetings and Project Management
- C. Economic Development Strategic Action Plan (Optional Task)

1.3 SUMMARY OF PROPOSED APPROACH

KEY ISSUES

INCORPORATING RECENT PLANNING DOCUMENTS

The Milpitas General Plan last underwent a comprehensive update in 1994. It has had only a few minor revisions since the 1994 update. A January 2002 update incorporated the Midtown Specific Plan and included revisions to the General Plan land use map and text for consistency between these documents. A June 2008 update incorporated the Transit Area Plan, adding new land use designations and references to the area plan. The October 2010 update consist of text amendments to integrate the City's Park and Recreation Master Plan and Milpitas Bikeway Master Plan as well as other updates to exhibits, tables, and figures, which includes land use designation changes to several creek channels and public right-of-ways.

The General Plan Update will need to incorporate and build off of several recent City planning efforts, including but not limited to:

MIDTOWN SPECIFIC PLAN

The Milpitas Midtown Specific Plan provides a vision for an approximately 1,000-acre area of land which has recently undergone changes related to its growing role as a housing and employment center in Silicon Valley. Development activity since adoption of the Midtown Specific Plan has included approval and/or construction of 1,200 units of housing, reinvestment in the Great Mall, extension of the Santa Clara Valley Transportation Authority's (VTA's) Tasman East Light Rail Transit (LRT) line, and proposals to extend Bay Area Rapid Transit (BART) through the area as part of the San Jose extension. Rather than responding to development proposals on a site by site basis, the City undertook a specific plan process in order to look comprehensively at the planning area and provide a cohesive vision for Midtown.

TRANSIT AREA SPECIFIC PLAN

The Milpitas Transit Area Specific Plan envisions redevelopment of an approximately 437-acre area in the southern portion of the City that currently includes a number of industrial uses near the Great Mall shopping center. Based on City Council direction, the Plan currently proposes redevelopment of this area with 7,109 dwelling units, 993,843 square feet of office space, 340 hotel rooms and 287,075 square feet of retail space centered around the proposed Milpitas BART station and the VTA Light Rail system.

CLIMATE ACTION PLAN

A Climate Action Plan (CAP) is a strategic planning document that identifies how the City can achieve the greenhouse gas (GHG) reduction targets contained in the California Global Warming Solutions Act (AB 32). Looking at five key sectors— energy use, vehicle miles, waste production, water usage, and off-road activities—the CAP incorporates best practices with public input to produce a blueprint for achieving GHG emissions reduction in Milpitas and ultimately, to comply with AB 32 and SB 375. The City's Climate Action Plan is a tool that will allow for expedited review of GHG emissions of future development projects. The Climate Action Plan streamlines the development process by meeting the Bay Area Air Quality Management District's requirements for a Qualified GHG Reduction Strategy.

EFFICIENT USE OF THE PUBLIC PROCESS

Gathering public input on the direction and vision for the next 20 years in Milpitas is an important part of this General Plan Update. However, the process of working with a group of diverse interests can become challenging and it may be difficult to reach consensus on all issues. Additionally, there may be challenges associated with generating public interest and involvement in the General Plan Update process.

Our work program will include a wide range of measures and techniques intended to maximize and enhance public participation throughout the process. This includes the development of an interactive website dedicated to the General Plan Update, the preparation and dissemination of newsletters throughout the process at key milestones, the use of online surveys and web polls, and hands-on outreach to key community groups (such as the Chamber, Rotary, school districts, local churches, etc.). The website dedicated to the City's General Plan Update will provide a central location for all available project information and will also provide a forum for members of the public to track the process and submit comments and input in writing.

Our approach to the management of the public participation and stakeholder process is to meticulously prepare for each Visioning Workshop, General Plan Working Group meeting, Planning Commission meeting, and City Council meeting, and to ensure that our interest groups understand their roles in the process and are prepared to make the most beneficial use of the time set aside for each meeting. We will accomplish this by preparing detailed meeting agendas and meeting information packages which will be distributed a minimum of 10 days prior to each meeting. This will allow us to hit the ground running at each meeting, and make the most beneficial use of our time together.

As professional planners, it is our role to provide the community with the toolkit necessary to implement their vision for Milpitas. Our approach to the public and stakeholder process will ensure that the voices of the community are heard and represented in the General Plan, while still providing for a meaningful and streamlined public participation process. Each meeting will be organized to provide adequate time for community input and information will be presented in a manner that is visually interesting and easy for a broad spectrum of participants to understand.

Our approach also centers around the fact that we do not anticipate consensus from the public and stakeholder groups on every single issue. When issues arise where there are clearly differing approaches that are being recommended by community and working group members, we will ensure that all voices and opinions are accurately noted and recorded, and then provided to the City Council and staff for direction and determinations. We intend to keep the working meetings focused on the “Big Picture”, rather than getting the group bogged down in the nuances of wordsmithing every specific goal and policy of the General Plan.

STRICT ADHERENCE TO THE PROJECT SCHEDULE AND BUDGET

We thrive under tight deadlines, and we have a track record of meeting or exceeding our project schedules time and time again. Our use of Principal-level staff throughout all stages of the project allows us to work quickly, efficiently, and produce preliminary draft documents of superior quality. Our project managers take a very active and hands-on role, and we diligently manage our team and coordinate with City staff to ensure that all parties are continuously aware of pending deadlines, outstanding tasks, and draft work products that will require staff review. We will implement a range of strategies and techniques to make the most efficient use of staff time, and our work program always includes the preparation of staff reports, meeting summaries, and workshop materials.

We take tremendous pride in our ability to adhere to our project budgets. Our project managers are owners of the firm, and to this end, we have the authority to take any steps necessary to ensure that our projects remain on budget. We strongly encourage the City to call every single one of our General Plan references and specifically inquire about the extraordinary steps we take to ensure we do not modify or exceed our budgets. This regularly includes the addition of extra meetings and hearings, the inclusion of additional General Plan Elements, and the allocation of staff time and resources beyond the levels identified in our proposal, at no extra charge to the City. We know that this is a unique way of doing business, but it has proven to be a tremendously successful approach for our firm. All of our General Plan clients have invited us back to do additional planning work following completion of their General Plan Updates. We

are in this business for the long-term, and building trust and confidence with our clients is the single greatest thing we can do to build loyalty and repeat business.

INCORPORATING SUSTAINABILITY INTO THE GENERAL PLAN

The City's 2013 Climate Action Plan represents the City's holistic approach to the management and reduction of GHG emissions, and serves as a tiering document that will streamline the development process by meeting the Bay Area Air Quality Management District's requirements for a Qualified GHG Reduction Strategy. Based on the De Novo team's experience developing and implementing CAPs throughout several Bay Area jurisdictions, we strongly believe that CAPs are most successful and enforceable when they are integrated into a City's General Plan. Our work program will ensure that the City's existing CAP is integrated directly into the Air Quality Element, Energy Element, Land Use Element, Circulation Element, and Water Element. We believe that sustainability, both environmental and economic/fiscal sustainability, is not simply a topic that should be inserted into the General Plan but rather, should be woven holistically throughout the plan. The General Plan will include a comprehensive approach to resource management and sustainability and will incorporate and build off of the work completed for the CAP.

PREPARING A FLEXIBLE, USER-FRIENDLY DOCUMENT THAT CAN BE EFFICIENTLY REVISED AND UPDATED

A successful General Plan must be flexible and dynamic in order to stay relevant and be properly implemented. At De Novo, we pride our selves on our ability to develop locally-driven strategies and approaches to key planning issues that focus on local vision, realistic policies, and outcome-based implementation measures, rather than the recirculation of existing policies.

Policies will be tailored to Milpitas' unique needs and local preferences, provide clear direction, and remain flexible so that the City can adapt to changing conditions over time. The General Plan will make extensive use of graphics, diagrams, figures, GIS data, and illustrations. All of our documents are prepared with web-compatibility and easy print reproduction in mind. Our documents are easy to navigate, easy to understand, and incorporate the latest cutting edge approaches to placemaking and community design.

TECHNICAL APPROACH

The De Novo team is committed to providing the City with an exceptional General Plan Update process. Our team will write a General Plan that embodies the goals and priorities of the City, and provides a roadmap to achieve the City’s vision of the future, through the land use map, goals, policies, and implementation programs. We will closely coordinate with the City and provide principal-level attention to every step of the process.

Our approach to the Milpitas General Plan Update involves the following priorities:

- Development of a Self-Mitigating General Plan** – De Novo integrates the environmental analysis with the development of the General Plan. This highly successful approach, tested and proven by the De Novo Principals, involves identifying potential environmental impacts at the outset of General Plan policy development in order to ensure that the General Plan is “self-mitigating” and that the EIR does not result in policies and implementation programs that would change the intent of the General Plan. This approach maximizes the use of previously developed information, reducing the overall project budget, and provides consistency between the two documents. We recognize that the City may contract separately for the preparation of the EIR. However, the De Novo Principals that will prepare the General Plan have extensive General Plan EIR preparation experience and expertise. We utilize this experience to ensure that the policies we develop for the Plan provide the full range of CEQA coverage and mitigation needed. This avoids a scenario where “the tail wags the dog” with CEQA documentation that identifies the need to revise the General Plan policy document.
- Streamlined Project Team** – A key benefit of the De Novo team is that the project team is composed of principals and senior-level staff that will personally prepare the General Plan as well as all supporting documentation, such as the Existing Conditions Report and the Land Use Alternatives Report. Each De Novo principal will work on each document. This approach reduces the potential for confusion regarding policy direction (EIR mitigation measures will not conflict with direction received from the Planning Commission, City Council, and City staff during the drafting of the General Plan Update). During workshops with the General Plan Working Group to draft General Plan policies, the project team will raise environmental issues related to each element topic in the General Plan to ensure they are considered and addressed as policies are developed.
- Effective General Plan Implementation** - The De Novo project managers have served as contract staff to agencies and have been involved with the implementation and enforcement of mitigation measures and General Plans. This experience gives us the unique perspective and skill of being able to prepare a General Plan policy set that works within the regulatory processes of a jurisdiction. Our team will work with City staff to ensure that the General Plan functions effectively within the context of the City’s internal processes (e.g., development project review), ordinances (e.g., Zoning Code), and other requirements (e.g., NPDES permit requirements). This experience will also help ensure that the policies and actions contained within the General Plan are reasonable, enforceable, and do not unduly burden project applicants or City departments.

- **Utilization of Technical Staff and Sub-Consultants** – De Novo has teamed with subconsultants that are leaders in their fields and that have experience working on similar projects and with local issues. Our subconsultants specialize in the areas of multi-modal traffic analysis and policy, fiscal/economic development, cultural resources, noise, and utilities/infrastructure planning and engineering. De Novo technical team members will provide expertise in the areas of air quality, climate change, biological resources, and public finance, as well as aesthetics, land use/planning, population/housing, public services, utilities, and geographic information systems.

BENEFITS OF THE DE NOVO TEAM

PRINCIPAL ATTENTION TO EVERY ASPECT OF THE PROJECT

We do not identify principal staff in our proposal, then hand your General Plan Update out to junior staff members to complete for our review. Rather, our staff that attends the interview and is identified in this proposal as the Project Managers and Principal Planners will work on every aspect of the General Plan Update, EIR, and community outreach program, and will write and review each document we provide to the City. This senior-level attention to each detail of the project ensures a high-quality work product as well as continuity throughout the project.

DEDICATED PROJECT MANAGER AND CO-MANAGER

Our team dedicates two De Novo principals as Project Manager and a co-Project Manager who will be in attendance at all public and stakeholder meetings and will be intimately involved in every aspect of the General Plan Update process. We feel that the use of two managers will ensure that all members of our team are constantly up to speed regarding changes in policy direction, staff preferences, and all of the other nuances of a complex project such as the General Plan Update. The project budget does not include the additional cost associated with having an additional project manager at each meeting, so this is a true value-added service that we are providing to the City.

COST SAVINGS

We achieve cost savings through use of a streamlined team composed of De Novo Principals and principal- and senior-level staff of our subconsultants. As described in the Budget section of this Proposal, we will achieve additional cost savings through not passing along costs associated with travel and through reducing the amount of printing hard copies of documents while providing additional CD copies where appropriate.

AN EXTENSION OF CITY STAFF

The De Novo Principals have served as contract staff members and environmental coordinators for multiple public agencies throughout California, which gives us an intimate understanding of the intricacies and inner-workings of public planning agencies. Our work program includes the preparation of staff reports, meeting and presentation materials, and continuous project update reports throughout the General Plan update process. In these tough budget times, we understand and appreciate the burdens placed on City staff, and our goal is to make the General Plan update process a pleasant and rewarding experience for the City staff members.

EXTENSIVE PUBLIC OUTREACH AND COMMUNITY INVOLVEMENT

Our past experience preparing General Plan updates has taught us that a key to a successful General Plan is extensive community and City leadership involvement throughout the process. To this end, we have included an extensive program of Visioning Workshops, Open Houses, General Plan Advisory Committee meetings, Planning Commission hearings, City Council hearings, and community stakeholder presentations in our work program. We will attend in-person meetings with City staff on an as-needed basis. We pride ourselves on not making contract modifications and providing exceptional value for our services. If additional meetings or workshops are required, we can add these to our work program at no additional cost to the City. Our goal is to write an outstanding General Plan update and to ensure a smooth and positive process throughout the project. We don't nickel and dime when it comes to additional meetings or workshops.

DISSEMINATION OF INFORMATION

Keeping the public and the City leadership abreast of our progress is a key component of our scope of work. To this end, we will publish regular newsletters that provide an update of our work program, meeting dates, opportunities for public input, and summaries of our progress. We will also create a General Plan update website for the City. The website will provide a document clearinghouse location, identify meeting and hearing dates, provide updates on our work progress and provide the public and decision makers with a forum to provide written comments throughout the process. We've created General Plan websites for our updates to the Brentwood General Plan, Colusa County General Plan and the Cotati General Plan, which have been very successful, and have greatly assisted County and City staff in providing information to the public. We encourage the City to visit these websites at:

www.brentwood.generalplan.org

www.countyofcolusageneralplan.org

www.cotati.generalplan.org

www.sebastopol.generalplan.org

UNPARALLELED ENERGY AND ENTHUSIASM

Beth, Steve, and Ben founded De Novo Planning Group after working for other consulting firms for many years. We greatly enjoy our line of work, and rather than spend our time managing large and cumbersome project teams comprised of junior-level planners, we prefer to roll up our sleeves and work on our projects ourselves. As owners of the company, we take great pride in our work products, and we strive to build a strong connection with each of our clients. The greatest compliment that our clients pay us is to invite us back to provide additional services. Providing superior products and client services is a matter of tremendous pride for us, and we bring our high level of energy, creativity and enthusiasm to each project we undertake.

2. WORK PROGRAM

A. GENERAL PLAN UPDATE

TASK 1 – PROJECT INITIATION

Within one week of project commencement, the De Novo team will meet with City staff to discuss the following:

- Finalize project scope of work, budget, and schedule, if necessary;
- City preferences for point of contact, method of communication, meeting and workshop responsibilities, project updates, etc.;
- Discuss community outreach approach, including Visioning Workshops, identification of stakeholders, General Plan Update Website, and format for community workshops,
- General Plan Advisory Committee work plan; and
- Collection of relevant background documents (adopted documents, reports, and studies).

TASK 2 – COMMUNITY OUTREACH AND PARTICIPATION

To engage the public in the General Plan Update process, the De Novo team proposes to conduct extensive public outreach, including a minimum of three Visioning Workshop sessions, two Land Use Alternatives workshops, one community Open House, 15 General Plan Advisory Committee meetings, four Planning Commission meetings, six regular check-in meetings with the City Council, four City Council hearings, and meetings with outside agencies/community organizations, as described below. At the outset of and concurrent with this process, we will conduct outreach to community organizations and stakeholders to encourage participation in the General Plan Update process. We will also meet with and interview key stakeholders, agencies, and organizations one-on-one to ensure that our perspective on the General Plan and resultant work effort accurately reflects a broad spectrum of the community.

De Novo will develop a strong working relationship with the City Council, Planning Commission, and General Plan Advisory Committee. We will be available to attend in-person meetings with City staff and the City's decision-making bodies and advisory commissions throughout the General Plan Update process. We understand that the process of developing a successful General Plan requires a significant amount of community input as well as ownership of the process by both the public and the City's decision-making bodies. For this reason, we have included a substantial number of public workshops and meetings as part of our scope of work. We believe that our commitment to ample public involvement as well as a significant number of working meetings with the City's decision-making and advisory bodies sets our team apart and eliminates the need for costly modifications to the scope of work that could occur without the foresight to schedule adequate meetings for public involvement.

De Novo will create and maintain a General Plan Update website that will provide the City and the community with regular updates regarding the status of the General Plan, serve as a library of General Plan documents, including staff reports, meeting agendas, technical reports, and

public review drafts, and allow the public an opportunity to participate in polls and comment on the General Plan Update process.

Our team will also provide regular status reports to the Planning Commission and City Council. Newsletters that summarize the General Plan Update process to date, identify upcoming public workshops and meetings, and discuss key issues to be addressed by the update will be prepared on a regular basis.

TASK 2A COMMUNITY WORKSHOPS AND PUBLIC MEETINGS

De Novo's proposed approach to public workshops and meetings is described below. We have developed our approach to provide a consistent venue for community involvement, to ensure that the City residents and stakeholders feel that they have had adequate opportunity to participate in the process.

We understand the demands that a General Plan Update place on City staff and are prepared to fully support and assist City staff through the entire process. We will prepare a staff report for each meeting that describes the process, key issues to be considered at the meeting, and any staff recommendations. Each staff report will be provided to City staff for review and De Novo will revise the report as directed.

At each meeting, the De Novo team will be prepared to make a powerpoint presentation regarding the project and will be prepared to answer questions, make recommendations (if requested), and assist in developing solutions if controversial issues arise. Select members of our subconsultant team will also attend key meetings in order to provide technical expertise on key topics of discussion (fiscal, transportation, etc.).

CITY COUNCIL KICKOFF MEETING

This first public meeting will be held before the City Council and will serve as an opportunity for the City Council to meet the consultant team. The meeting will serve as a "General Plan 101" with a brief overview of the General Plan process, including key steps, and opportunities for public involvement. Lastly, we will provide an overview of the methods we will use in the Visioning Workshops to determine community priorities and preferences. If City staff wishes this first meeting to be a workshop, we will engage the City Council and meeting participants in some polling and mapping exercises to determine priorities regarding quality of life, the community character of Milpitas, and land use preferences.

VISIONING WORKSHOPS

At the outset of the General Plan process, three Visioning Workshops will be held. The Visioning Workshops will introduce the community to the project and will focus on: 1) communicating the intent of the General Plan Update to the public and inviting public input, 2) identifying the overall vision and core values that will guide the General Plan Update, and 3) identifying the community priorities, land use and design preferences of City residents and stakeholders.

Maps and exhibits are crucial to conceptualizing design, placemaking, and land use options. To this end, we will make extensive use of maps and exhibits to identify general design and land use preferences throughout the City and goals for land uses, particularly in areas suitable for redevelopment, intensification, and near major transit corridors. The intent of these visioning

workshops is to identify issues that the City needs to address, opportunities that the General Plan should pursue, specific land uses that the community wishes to attract, land uses that the community wishes to retain, and the desired vision for each City area. Participants will be presented with handouts, maps/exhibits, and materials as needed to provide complete information and to facilitate meaningful participation. We will also provide maps showing land use constraints (areas prone to flooding, unstable soils, sensitive natural communities, etc).

GENERAL PLAN ADVISORY COMMITTEE– GOAL AND POLICY DEVELOPMENT

A series of General Plan Advisory Committee meetings will be held throughout the General Plan Update process to develop the General Plan goals, policies, land use alternatives, circulation modes, and discuss priority issues. These meetings will build on input from the Visioning Workshops and any City Council direction regarding issues and opportunities. At the outset, the meetings will be focused on identifying potential land use, growth management, infrastructure, circulation, and other considerations in order to develop the Land Use Map Alternatives. The following meetings will be focused on goal and policy discussions related to each of the elements/topics to be addressed in the General Plan Update.

Our initial work program anticipates that the General Plan Advisory Committee meetings will generally be organized as follows. Please note that we have extensive flexibility with regards to the order and composition of the GPAC meetings.

1. Kick-off Meeting
2. Safety and Noise
3. Conservation and Open Space
4. Water and Flood Management
5. Review of Draft General Plan Elements (addressing topics from previous meetings)
6. Transportation and Circulation
7. Economic/Fiscal Development
8. Review of Draft General Plan Elements (addressing topics from previous meetings)
9. Air Quality and Energy
10. Parks/Recreation and Community Design
11. Review of Draft General Plan Elements (addressing topics from previous meetings)
12. Land Use and the Land Use Map – review potential land use changes and conceptual alternatives
13. Land Use Map – refine and revise Land Use Map Alternatives and policies
- 14 & 15. Two meetings to review the Public Draft General Plan and Draft Land Use Map developed by the Advisory Committee.

CITY COUNCIL STATUS UPDATES

Throughout the process, De Novo will be available to attend City Council meetings on a regular basis to provide an update regarding the project status. It is anticipated that issues will arise during the series of General Plan Advisory Committee meetings, such as major requests for modification to the preferred Land Use Diagram or goals/policies that may conflict with themes identified during the Visioning process, that require City Council input prior to completing the draft goals and policies. In these situations, De Novo recommends that a report be made to the City Council updating them on the status of the General Plan Advisory Committee activities and General Plan preparation, and requesting City Council direction on any issues where the Advisory Committee is not in agreement or Advisory Committee direction conflicts with the directive provided by the City Council regarding land use and vision. Our budget and schedule anticipate six status update/check-in meetings with the City Council during the General Plan Update process.

PLANNING COMMISSION/CITY COUNCIL – OPPORTUNITIES, CONSTRAINTS, LAND USE ALTERNATIVES, AND FISCAL CONSIDERATIONS

Following completion of the Opportunities and Constraints/Fiscal Analysis/Land Use Alternatives Report and the visioning workshops, a joint meeting will be held with the Planning Commission and City Council to review the Land Use Alternatives and the corresponding fiscal implications analysis. At this joint meeting, an overview of the Visioning process, Opportunities and Constraints Report, Fiscal Analysis, and Land Use Alternatives Report, including a discussion of potential constraints and implications of the Land Use Alternatives, will be provided. It is anticipated that the Planning Commission and City Council will provide general guidance regarding the preferred Land Use Map.

OPEN HOUSE

Following the Planning Commission and City Council joint meeting, an open house will be held to present the preferred Land Use Map to the community. The Open House will provide the community with a summary of the work effort, including community input to date, and will identify the next steps of the General Plan Update process.

PLANNING COMMISSION/CITY COUNCIL – PUBLIC HEARINGS

The Draft General Plan and Draft EIR will be presented to the Planning Commission and City Council during the public review period to provide the community an opportunity to comment on the documents. Following completion of the Final EIR and revised Draft General Plan, these documents will be brought to the Planning Commission for a recommendation and to City Council for consideration of adoption. Our scope assumes attendance at up to four public hearings for adoption of the General Plan and certification of the EIR.

TASK 2B STAKEHOLDER INTERVIEWS AND AGENCY CONSULTATIONS

The De Novo team will consult and meet with stakeholders and agencies throughout the General Plan process. We will refine the list of stakeholders and agencies following the project kick-off meeting with City staff. We anticipate that we will request input from many local and regional agencies/organizations, including:

Milpitas General Plan Update Proposal

- City Community Development Department
- City Public Works Department
- City Engineering Department
- City Recreation and Community Services Department
- City Finance and Information Systems Department
- City Police Department
- City Fire Department
- County agencies and departments
- Santa Clara Local Agency Formation Commission
- VTA
- Bay Area Air Quality Management District
- School districts
- Community advisory commissions
- Caltrans
- Community organizations (Rotary, Elks, Chamber of Commerce, churches, etc.)

We will encourage those interested to become involved and will provide information on community visioning workshops and General Plan Advisory Committee meetings, the project website, and other methods to provide input to the General Plan process. Unless otherwise directed by the City, these meetings will be used to disseminate information so the community is aware of the General Plan Update and how to participate in the process but will not be used to receive input regarding the land use diagram, goals and policies, or other information regarding the direction that the General Plan Update will take.

TASK 2C GENERAL PLAN UPDATE WEBSITE AND COMMUNITY SURVEYS

WEBSITE

The De Novo team will create and host a General Plan Update website throughout the General Plan Update process. The website will provide regular updates regarding the status of the General Plan, identify the schedule of upcoming meetings, provide minutes and agendas for meetings, and serve as a library of General Plan documents, including staff reports, meeting agendas, technical reports, and public review drafts. De Novo will place all public documents (public drafts of studies, technical reports, land use alternatives, Opportunities and Constraints Report, General Plan, Draft EIR, and Final EIR) on the website in .pdf format and all documents will be provided to the City in a format appropriate for publication on the City's website. The website will also provide a forum to receive comments on the General Plan Update process.

COMMUNITY SURVEYS

Community surveys and polls will be made available on the website to allow the public an opportunity to participate in the process. De Novo anticipates a general survey to ascertain the community's general concerns and interests, and a survey specific to land use and growth issues. Additional surveys and topical issues can be addressed at the City's request. De Novo will provide the City with a link to place on the website that will take the visitor directly to an interactive survey that can be completed on-line. De Novo will prepare and maintain the surveys and will tabulate the results. In addition to publication on the website, surveys can also be provided in reproducible hard copy for distribution at City Hall or via direct mailings.

TASK 2D NEWSLETTERS

The De Novo team will prepare regular newsletters that identify the status of the General Plan Update process, provide information regarding upcoming meetings, describe key issues that have been resolved and/or are being raised for discussion, and provide information on how to participate in the process. Each newsletter will be posted on the General Plan Update website and will also be provided to the City in a format suitable for high-quality reproduction.

TASK 3 – EXISTING CONDITIONS REPORT

To prepare a meaningful General Plan, existing conditions must be understood and documented. The Existing Conditions Report will identify development patterns, natural resources, socioeconomic conditions, and environmental constraints in the City and will identify the regulatory environment for each topic. This report will be a resource for the City Council, Planning Commission, General Plan Advisory Committee, City staff, and the De Novo team for the General Plan Update and Environmental Impact Report. The Existing Conditions Report will make extensive use of maps, graphics, and user-friendly non-technical terms to help make it accessible to the general public.

The Existing Conditions Report will provide background data and serve as a technical framework, while the General Plan will focus on goals, policies, and implementation. The information collected for the Existing Conditions Report will also be used as the basis for the “existing setting” sections of the General Plan EIR.

Relevant background data, including land use, transportation, infrastructure, utility, and conservation plans, will be collected and reviewed.

The following topic areas will be addressed in the Existing Conditions Report:

LAND USE AND SOCIOECONOMICS

This chapter will address land use and demographics, including issues related to land use patterns, community character, and economic development. The information in this chapter will provide both a historical and current perspective on land use and is intended to assist the General Plan update process by providing both historical context and a baseline of existing land use information to be used when formulating and considering amendments to the City's current land use pattern or when considering alternate growth and land use scenarios for the City.

LAND USE

The land use discussion will identify existing land use patterns in the City and surrounding area, including community centers, types of residential and commercial development and industrial uses. A detailed description of recent planning efforts, including the Midtown Specific Plan and the Transit Area Specific Plan will be provided, and recent growth within these key Plan Areas will be summarized. The acreage of existing land uses and land use designations within the City will be summarized by land use type. Recent development trends and planning decisions, including General Plan Amendments and major zoning changes, will be described.

The land use discussion will summarize open space in Milpitas and will reference each chapter of the Existing Conditions Report that discusses each specific type of open space. Detailed exhibits will be provided that depict existing land uses, adopted land use designations, and areas of open space.

Local land uses and trends will be discussed in the context of overall trends within Santa Clara County and the region. Known planned and pending projects will be described. Relevant land use plans and policies, including the City of Milpitas General Plan, Zoning Ordinance, Climate Action Plan, Design Guidelines, and various specific plans will be described and summarized.

POPULATION AND HOUSING

This section will discuss population, housing, and demographic trends and characteristics of the City's housing stock. This section will primarily summarize information provided in the recent Housing Element update.

ECONOMIC DEVELOPMENT

The economic development section will provide information about the City's current demographic and economic trends and conditions. The purpose of this information is to describe the City, its residents, and business activity from an economic market perspective. BAE will prepare a comprehensive Existing Conditions and Trends report for demographic and economic variables, describing Milpitas. The report will include data collection, analysis, graphs, and narrative suitable for publication. The work will also include an executive summary, and a slide deck suitable for presentation.

This report will cover the following items for the 2000 to 2015 period, to the extent possible. All data will be drawn from Census, American Community Survey, CA EDD, CA SBOE, and private data vendors including Nielsen and CoStar. All data will also be benchmarked against the County, Bay Area, and when relevant, State of California.:

Demographic Trends

- Population and household growth
- Age distribution
- Household composition
- Household income distribution and change
- Resident educational attainment
- Resident occupations
- Resident employment, unemployment and commute patterns

Jobs

- Employment in Milpitas by 4-digit NAIC
- Top 20 largest employers in Milpitas
- Business license trends
- Small businesses
- Start-ups and venture capital investment for past 3 years

Retail Sales

- Taxable retail sales trends (total and per capita) by retail sector
- Estimate of overall leakage out of Milpitas

City Budget

- Summary of Sources and Uses of Funds
- Discussion of any revenue initiatives

Real Estate Market

- For-Sale Housing (prices, volumes, absorption pipeline)
- Rental Housing (rents, absorption, pipeline)
- Summary of affordable housing need (from Housing Element)
- Retail (rents, vacancy, absorption, and nodes, pipeline)
- Office (rents, vacancy, absorption, pipeline)
- Industrial/Flex (rents, vacancy, absorption, pipeline)

Projections

- ABAG projections
- Demand for future supply by land use

CIRCULATION

This chapter will describe the circulation network serving the City. Existing conditions will be described for roadway operations, pedestrian-bicycle facilities, transit service, and multimodal operations. W-Trans will conduct a field survey of the City's existing transportation facilities. The inventory of physical features will include the number of through vehicle lanes; presence of bicycle lanes, sidewalks, and medians; locations of transit stops; posted speed limits; traffic control types at collector and arterial street intersections; and locations of off-street pathways. We will conduct weekday a.m. and p.m. peak period traffic counts (vehicles, bikes, and pedestrians) for 30 key study intersections and 24-hour counts on 20 roadway segments. The exact list of locations will be developed in cooperation with City staff. To represent typical conditions, all data will be collected during a typical non-holiday weekday and while local schools are in session. Collision history data available through the California Highway Patrol's SWITRS reports will be reviewed to identify specific intersection "hot spots" that have experienced more

automobile, pedestrian, and/or bicyclist collisions than would be expected. The City's collision experience will also be compared to similar-sized jurisdictions within California.

Existing intersection levels of service will be determined using the collected traffic volume data, intersection geometric configurations, and signal phasing information using the VTA's most recent guidelines and the 2000 Highway Capacity Manual methodologies. Roadway segment volumes and capacities will be reported in a similar manner to CEQA EIR documents in Santa Clara County. Results of the intersection and roadway analyses will be described in the text and summarized in a Level of Service table, and copies of all calculations will be provided in a technical appendix.

COMMUNITY SERVICES AND FACILITIES

The Community Services and Facilities Chapter of the Existing Conditions Report will describe the existing conditions and regulatory context regarding community services, including water, wastewater, education, public safety services, and parks and recreational resources within the City. These facilities and services provide a framework that supports growth and development in the City. This chapter will describe existing service levels, available resources, and planned expansion of services and infrastructure. This chapter will identify any known issues or constraints associated with the provision of services.

UTILITY SERVICES

Water supply, wastewater, solid waste, electric, and natural gas services will be discussed in this chapter. The analysis of water, wastewater, and drainage infrastructure will be prepared by West Yost Associates. This section will summarize existing service levels, available resources, and infrastructure for water, wastewater, electrical, natural gas, and similar utilities. Information will be based on consultation with service providers and review of available documentation, including master plans and Municipal Service Reviews, to determine the capacity and condition of existing infrastructure. Our team will work with Public Works staff and other service providers to determine the utility infrastructure locations, capacity, and connections proposed and needed during the General Plan build-out time frame, as well as existing utility infrastructure planned for removal or upgrade. This work task will also include preparation of schematic figures of existing facilities (water, sewer, and stormwater systems) based on CAD/GIS utility mapping of the facilities to be provided by the City.

The discussion of water services will also discuss the availability and quality of the water supply, identify available water sources, including surface water and groundwater, existing entitlements and allocation of water, and water demand. This section will describe status of plans for expansion of facilities and options being considered for each service area. Federal, state, and local framework related to utility services will be described.

PUBLIC SAFETY SERVICES

Fire protection, including City and mutual aid services, law enforcement, emergency medical services, and operations/maintenance provided by the Public Works Department will be described. This section will discuss service levels, including response times, agency staffing, agency resources and facilities, and existing plans and regulations related to fire and law enforcement services. Known constraints to the provision of services will be described.

PARKS AND RECREATION

This section will discuss parks and recreation facilities serving the City including community and regional parks and open space areas for recreation, existing and planned neighborhoods, in the City area. Recreational and open space categories (General Plan and zoning) will be identified. The location of parks, recreation, and open space facilities will be shown on a figure. The regulatory framework associated with parks and recreation, including existing parks and recreational open space standards and joint use agreements with other public agencies, will be described.

SCHOOLS, LIBRARIES AND OTHER COMMUNITY FACILITIES

This section will describe public facilities located in the City, including City-owned buildings, schools, library facilities, and historical resources.

HAZARDS, SAFETY, AND NOISE

The Hazards, Safety, and Noise Chapter will discuss existing conditions and federal, state and local regulations related to natural and man-made hazards and public safety issues, including noise.

HAZARDS AND HAZARDOUS MATERIALS

This section of the Existing Conditions Report will include a listing of key significant issues that will ultimately guide the preparation of the Safety Element of the General Plan. This section will provide a summary of existing setting and conditions associated with natural and man-made hazards that may pose a danger to City residents, employees and visitors including: dangers from hazardous materials including hazardous materials sites (i.e., landfills, superfund sites, pipelines and sites with the potential for chemical explosion); fire hazards; emergency response; aircraft hazards; major inclement weather conditions; and sea level rise. Known hazardous conditions listed in available state and County databases will be described. Emergency response and evacuation plans will be identified. The existing federal, state, and local regulatory framework for hazards and hazardous materials will be described.

Note: Geologic hazards, such as erosion, subsidence, expansive soils, landslides and naturally occurring asbestos; seismic hazards; and flooding potential will be discussed in other sections of the Existing Conditions Report.

NOISE

J.c. brennan & associates will provide the background information for the Noise section, which will include descriptions of the characteristics of sound and noise and a description of transportation, stationary, and construction noise sources within the planning area. A description of the noise monitoring survey results, tabularized noise exposure contours and an existing conditions noise contour map that reflects traffic and stationary noise sources will be included. This section will also summarize current information on ground vibration thresholds and summarize the existing vibration environment.

A noise monitoring program will be developed in close coordination with City Staff. Noise measurement locations will be selected to quantify noise levels along major thoroughfares, near significant stationary noise sources, in developing areas, or in other areas that have been problematic in the past. Based on the results of the noise monitoring and the traffic data

provided by W-Trans, noise contours associated with major roadways will be mapped based on the U.S. Federal Highway Traffic Noise Prediction Model, noise levels associated with stationary and railroad sources will be identified in tabular format, and background noise levels within the community will be quantified.

A summary of the regulatory framework related to noise, including federal, state, and City laws, ordinances, plans, policies, and standards will be provided.

CONSERVATION

The Conservation Chapter of the Existing Conditions Report will discuss conservation issues related to cultural and historic preservation, air quality, biological resources, geologic resources, and hydrology/water quality for the City. This chapter will also discuss open space as it relates to the preservation of natural resources as part of the biological resources discussion, open space associated with managed production of surface water and groundwater resources as part of the hydrology discussion, and open space associated with public health related to geologic and hydrologic hazards as part of the geologic resources and hydrology discussions, respectively. Federal, state, and local regulations that pertain to each of these topics will also be described.

CULTURAL AND HISTORIC PRESERVATION

Peak & Associates will prepare the cultural resources and historic preservation section. This section will describe the history of Milpitas, including archaeology, ethnography and history, and will summarize known cultural and historic resources in the General Plan Area. Native American groups present or historically located in the City will be described. A records check will be run for the City, through the files of the Information Center of the California Historical Resources Information System and a list of the recorded resources in the City will be prepared. Available cultural resources inventories will be reviewed and information relevant to Milpitas will be summarized.

A check of the Sacred Lands files will be conducted through the Native American Heritage Commission and identified Native American groups and individuals will be consulted to elicit the groups' concerns about prehistoric period resources. Pursuant to SB 18, a contact list for consultation will be requested from the Native American Heritage Commission. Tribes on the list will be contacted via certified letter inviting them to participate in consultation. Tribes interested in consultation will be invited to provide input via phone consultation or in-person meetings. We will also consult with local historical groups in the City who may have concerns about cultural resources.

This section will summarize relevant cultural and paleontological resource laws, regulations, and policies.

BIOLOGICAL RESOURCES

This section will identify existing biological resources including vegetation communities, wildlife habitats, special-status species, and sensitive habitat types known to occur or that potentially occur in the Planning Area. De Novo biologist Steve McMurtry will conduct research and prepare this section of the report. The biological resources section will describe rare, endangered and sensitive plants and wildlife in the City and their habitats. Our staff will conduct an independent evaluation of existing relevant biological resources reports and studies for their objectivity and suitability for purposes of the preparation of the technical report. This task will include a

California Natural Diversity Database (CNDDDB) search, review of the California Native Plant Society Inventory, and coordination with the CDFW and the USFWS regarding special-status species. Mr. McMurtry will conduct a reconnaissance level field survey of areas of the City representative of vegetation communities and habitat types potentially occurring in the City. No focused biological studies or detailed fieldwork are proposed at this time.

This section will include exhibits identifying known occurrences of special-status plant and wildlife species, habitat for special-status species, sensitive natural communities, and conservation lands for biological resources. Potential biological constraints, including wildlife corridors and sensitive habitat types, will be mapped for use in developing land use and circulation alternatives.

The federal, state, and local regulatory framework will be described.

AIR QUALITY AND GREENHOUSE GASES

The Air Quality section of the Existing Conditions Report will characterize the existing air quality setting including: local and regional air quality, as well as meteorological conditions and topographic effects, primary air pollutant sources, ambient air quality standards, attainment status, identification of existing ambient air quality for all criteria pollutants of concern (e.g., ozone, PM₁₀, PM_{2.5}), and toxic air contaminants. Air quality data developed by the California Air Resources Board and Bay Area Air Quality Management District will be summarized. A brief overview of the nature and location of existing sensitive receptors will be provided.

Recent trends in ambient air quality, health and welfare effects associated with air pollutants present in the region, an inventory of major stationary and mobile sources of criteria pollutants, toxic air contaminants, and greenhouse gases/climate change issues will be identified.

The regulatory framework related to air quality and greenhouse gases, including AB 32 and SB 375, will be described. Key results and a summary of the findings from the greenhouse gas emissions inventory and policies/measures contained in the City's Climate Action Plan will be presented in this section.

GEOLOGY, SOILS, AND SEISMICITY

This section will describe geologic features, soils types and characteristics (including soils-related hazards), and seismic conditions. Technical reports, data, and maps prepared for previous City projects as well as information available through the US Geological Survey, California Department of Conservation, and USDA National Resource Conservation Service will be reviewed. Known faults and associated levels of seismic shaking and ground failure potential will be described, along with potential hazards associated with seismic activity, including fault rupture, liquefaction, and seismic shaking. Relevant federal, state, and local regulations, laws, ordinances, and plans will be described.

MINERAL AND ENERGY RESOURCES

Existing energy supplies and energy use patterns in Milpitas and the region will be described. Energy policies, regulations, and standards will be discussed, as well as current and planned energy conservation efforts. A description of the availability and location of any known mineral resource of value to the region will also be included.

HYDROLOGY/WATER QUALITY

This section includes a discussion of existing hydrologic and storm drainage conditions, including a description of the location, quality, and other characteristics of surface and ground water resources, as well as local coordination of planning for area watersheds and groundwater basins. This section will also describe flooding issues associated with 100-year flooding based on recently updated Flood Insurance Risk Map (FIRM) panels and flooding risks, including 200-year floods, based on Best Available Maps published by California Department of Water Resources. The regulatory framework for hydrology and water quality will address federal, state, and local laws, regulations, plans and ordinances, including the National Pollutant Discharge Elimination System permit requirements. Water supply issues, including drinking water quality and amount of available water, will be discussed in the Community Services and Facilities Chapter.

AESTHETICS AND VISUAL RESOURCES

This section will describe areas of aesthetic value, including scenic vistas, views of open space, designated landmarks, scenic resources, areas of visual character, and natural features. City plans and policies regarding these resources will also be referenced.

The De Novo team will prepare an Administrative Draft Existing Conditions Report for review by City staff. Following City review, the De Novo team will incorporate comments into a Screencheck Existing Conditions Report for City review. Upon receipt of City comments, we will prepare the final Existing Conditions Report for use during the General Plan Update and EIR processes.

TASK 4 –VISION, OPPORTUNITIES, FISCAL CONSIDERATIONS, AND LAND USE ALTERNATIVES

As part of this task, the De Novo team will prepare an Opportunities and Constraints Report that summarizes community input and identifies issues and opportunities and a Land Use Alternatives Report that evaluates up to three land use alternatives, including an analysis of fiscal considerations for the preferred alternative.

TASK 4A OPPORTUNITIES AND CONSTRAINTS REPORT

A critical step in preparing the draft General Plan is to hear from the community and General Plan Advisory Committee to: 1) develop a vision, 2) articulate core values for the community, 3) identify key issues/opportunities to be addressed by the General Plan Update, and 4) identify land use options. De Novo will incorporate the vision statement and core values into an Opportunities and Constraints Report that will be used for the life of the General Plan Update to communicate the intent of the update, opportunities and issues to be addressed by the update, potential land use and growth constraints, and community preferences. This document will provide the City Council and City staff with a resource tool that will facilitate the development of policies and guide the direction of the General Plan Update.

The Opportunities and Constraints Report provides a means of focusing the community's attention on key issues and opportunities that have major policy implications as Milpitas considers how it wants to grow in the next 20 years, while balancing the City's economic development, housing, quality of life, and natural resource needs. Environmental and other constraints to be considered in the General Plan Update process will be identified and depicted

on maps and figures. The Opportunities and Constraints Report will summarize and proactively utilize information derived from the community visioning workshops, stakeholder interviews, Existing Conditions Report, City staff observations, and input provided by the General Plan Advisory Committee, Planning Commission, and City Council.

As described under Task 2, the De Novo team will facilitate a series of three visioning workshops to present information and solicit input from the community, conduct stakeholder interviews, and meet with local organizations and agencies to encourage a broad spectrum of participation in the General Plan Update. Based on the input from these outreach efforts, we will prepare an Opportunities and Constraints Report which will address the following:

VISION AND CORE VALUES

The intent of a General Plan is to serve the City's residents and businesses and provide a framework to achieve the City's desired quality of life. The General Plan will set policy for the City's future and will provide guidance and an overview of the community's preferences for City staff, the General Plan Advisory Committee, the Planning Commission, the City Council, and various commissions to consider. In order for the General Plan to achieve its intended result, it must reflect Milpitas' core values and priorities. As part of the Visioning Workshops, we will conduct a series of polling and preference exercises to identify the values of residents and stakeholders. This section of the report will translate the input from the community into a Vision Statement that identifies the overarching community values and priorities for the General Plan Update process.

OPPORTUNITIES

This section will summarize issues expressed by the community during the Visioning Workshops and issues associated with implementing the land use alternatives. These will include key opportunities and issues associated with land use and development, economic development strategies, circulation, infrastructure requirements, and provision of public services issues. A summary of environmental issues and constraints will also be provided.

The updated Milpitas General Plan will address a lengthy list of issues. Many of these issues are defined by State Planning Law, while others reflect purely local concerns. Typically, in general plan update programs, the plan revolves around and is shaped by a handful of key issues or concerns. They most often concern growth, land use, economic development, transportation, public health and safety, community character, or natural resource protection.

The issues and opportunities will be based on the key points of discussion and areas of concern raised in the community visioning workshops. The topic areas may include: economic development, growth management, sustainable development, preservation of natural resources, housing types, providing a complete streets system, creating a sense of place in specific areas of the community, and specific infrastructure needs.

For each topic, a brief description of background information and a summary of the issues/opportunities identified by participants at the community visioning workshops will be provided. Each topic area section is subdivided into subsections that discuss specific issues and opportunities. Finally, each topic area section concludes with a list of questions that frame the key policy considerations and choices. The key policy questions will be used to receive direction

from the General Plan Advisory Committee in order to develop and evaluate General Plan alternatives and General Plan goals, policy, and programs.

CONSTRAINTS

While the Existing Conditions Report will provide a detailed discussion of the constraints to development and growth, it will be a lengthy document. This section of the Opportunities and Constraints Report will summarize the various constraints related to the General Plan Update, including land use, circulation, and service provider constraints. User-friendly, readable graphics will be used to depict land use constraints (areas prone to flooding, unstable soils, sensitive natural communities, etc).

TASK 4B LAND USE ALTERNATIVES REPORT

This report will provide a summary of community, staff, and City Council/Planning Commission input related to land use changes and up to three land use map alternatives. Each alternative will be analyzed to determine potential growth effects and the alternative's consistency with the community's vision. This document will serve as the primary tool to aid the City in determining the appropriate future mix and intensity of land uses for the General Plan Update.

LAND USE VISION

In order to inform the development and consideration of the land use alternatives, De Novo will prepare figures that conceptualize the community's general land use preferences based on the community's input regarding general land use characteristics, areas for growth, open space, recreation, housing, and circulation improvements.

OVERVIEW OF LAND USE ALTERNATIVES

Following the background information regarding community input and City leadership input, three land use alternative maps will be developed. One land use alternative will be the No Project (Existing General Plan) Alternative. The land use alternative maps will depict general plan land use designations by residential density and intensity, non-residential land uses, land use concepts for the Planning Area, new and expanded roads, parks, open spaces, resource protection areas, and similar uses. If new land use designations are recommended at this point, they may be reflected on one or more of the alternatives. Key characteristics of each alternative will be described in this section.

The growth potential for each alternative will be projected for 20-year and build-out conditions, taking into account past development patterns and growth rates, land use capacity, and jobs-housing balance. Projections will be presented as a statistical summary listing dwellings by density, estimated residential population, amount of non-residential use by category (commercial, industrial, office), and estimated numbers of jobs, new schools, parks, community facilities, and similar information.

EVALUATION OF LAND USE ALTERNATIVES

The land use alternatives will be evaluated with respect to each alternative's consistency with the vision expressed by the community and other specific factors and constraints, including:

Land Use: An overview and comparison of each land use alternative will be provided that demonstrates key differences between each alternative in respect to residential,

commercial/industrial, open space, parks, community facilities, and other land uses. Potential land use conflicts, including residential development intensity and commercial-industrial/urban interfaces, will be identified.

Circulation: W-Trans will assist the project team in shaping conceptual plans based on anticipated transportation and circulation needs and improvements associated with each of the Land Use Alternatives. The concepts will address potential General Plan land use and circulation changes to accommodate local and regional circulation needs associated with each Land Use Alternative.

W-Trans will work with the project team to qualitatively evaluate circulation, access, and traffic implications of each alternative. This task will help identify which land use alternative will be the preferred option and which may remain as alternatives. Based on the outcome of the alternatives testing, community feedback, and other factors, a preferred alternative will be forwarded for more detailed review and analysis in defining Capital Improvement Program requirements and environmental documentation.

Public Services and Infrastructure: A comparative discussion of the need for expanded water, wastewater, drainage, and public services (police, fire, schools, etc.) will be provided for each of the land use alternatives, with an emphasis on identifying particular constraints related to service areas or extension of services to currently unserved areas.

Safety and Environmental Constraints: The alternatives will be comparatively evaluated for potential adverse effects associated with safety issues (flooding, unstable soils, hazardous materials, etc.) and environmental constraints (sensitive biological habitats, aesthetics, mineral/energy resources, stormwater runoff and water quality, noise, air quality, greenhouse gas emissions).

TASK 4C FISCAL IMPACT ANALYSIS OF PREFERRED LAND USE ALTERNATIVE

BAE will develop a complete fiscal impact model of the City of Milpitas, in order to analyze the overall fiscal impact of the Preferred land use alternative. The focus of this work will be to estimate the increment of growth, by proposed land uses, to assess general direction and impact on the City's budget. BAE will complete the following steps, leading to both an excel model estimating future fiscal revenues and service costs, as well as a narrative report describing goals and policies to ensure fiscal sustainability over the GPU time frame (which can be converted into a portion of the Economic Development and Fiscal Sustainability Element).

- Analyze City's current and projected budget
- Revenue Projections - Estimate future fiscal revenues to General Fund and key enterprise funds as appropriate (includes sales tax, property tax, subventions, user fees, and all key revenue sources)
- Service Cost Projections –
 - Develop Service Unit Equivalents (for households and daytime workers)
 - Meet with City department leaders for all major municipal services to discuss working service standards, impact of Preferred Alternative on services, and develop relevant marginal service costs for that department to serve projected growth

- Identify any new municipal service facilities to meet demand from GPU growth, by recommended location and size (will incorporate current departmental plans)
- Formulate Fiscal Impact Model
- Estimate and analyze projected fiscal revenues and service costs per increment of growth from Preferred Alternative
- Provide feedback to Consultant team and city re: recommended changes to Land Use Alternative
- Prepare Fiscal Impact Report including analysis, tables, graphs, and recommended goals and policies to form Framework of Fiscal Sustainability Element component

TASK 5 –GENERAL PLAN UPDATE

The De Novo team is committed to providing the City a General Plan of the highest quality and will actively engage the community to develop a vision for the General Plan, prepare a policy document that reflects the desires of the City, and create land use alternatives that are consistent with the City’s vision for the future. The General Plan will reflect requirements of the California Government Code that have been introduced since preparation of the adopted General Plan, including changes promulgated by SB 18, AB 32, AB 162, SB 7, AB 1358, SB 375, and will also address recent best practices.

In order to streamline the process, we propose to maintain the Existing Conditions Report as a separate document that identifies background conditions. The General Plan document will have a minimum amount of background text, which will allow it to have a streamlined goal and policy structure. Where applicable, goals, policies, and actions will be cross-referenced between sections to reduce overlap and redundancy. The intent of this approach is to provide a General Plan that is easy to use and is not quickly dated. The General Plan will be a concise, technically accurate, and user-friendly document that reflects the values and priorities of Milpitas. The General Plan will include a liberal use of graphics and visual depictions of information, including photographs, tables, matrices, drawings, maps, and other graphics to ensure that the document is easy to understand.

TASK 5A – ADMINISTRATIVE DRAFT GENERAL PLAN

The General Plan Update will address changes to state law, assess the condition of the City, and provide changes or adjustments necessary to realize the current vision of resident and stakeholders for the City. De Novo will actively engage City residents and stakeholders to provide input regarding the topics addressed in the General Plan. Our approach includes extensive community involvement to develop a Vision Statement and Opportunities and Constraints Report (Task 4a), Land Use Alternatives Report (Task 4b), and Fiscal Impact Analysis (Task 4c), then continues the community involvement through a series of community workshops, open houses, and General Plan Advisory Committee meetings to identify a preferred land use alternative and specific goals and policies associated with each topic area of the General Plan. A series of 15 General Plan Advisory Committee meetings, in addition to the visioning workshops, will be held to develop General Plan goals and policies (see Task 2).

The De Novo team will also conduct stakeholder meetings and interviews to inform the development of the General Plan. Our schedule and budget anticipate that we will have a check-

in meeting with the City Council to confirm the Preferred Land Use Alternative as well as check-in meetings throughout the process of drafting goals and policies with the General Plan Advisory Committee to ensure that the overall approach is on target.

The 1994 General Plan, including updates made through 2010, will be thoroughly reviewed to determine components that should be carried forward and to identify areas where new goals and policies are needed to address the community's desires as well as changes to state law since the previous update. In preparing the General Plan Update, the De Novo team will prepare each element to ensure that all goals, policies, and actions:

- Address requirements of state law;
- Avoid or mitigate potential environmental impacts, or are balanced by social, economic, legal, or other relevant considerations;
- Are grounded in recent and sound community planning and resource conservation trends; and
- Are internally consistent.

De Novo realizes that the General Plan document must be organized in the manner most useful to the City. We will support any preferences the City has in terms of consolidating elements or developing additional stand-alone elements.

Based on our review of the existing City General Plan, and our discussions with City staff, we propose to organize the General Plan to include the seven General Plan Elements required by law (Housing Element is not included in this scope) and seven additional elements (Air Quality and Energy, Community Design, Economic/Fiscal Sustainability, Flood Management, Parks and Recreation, Water, and Implementation).

STAND-ALONE ELEMENTS

It is assumed that the General Plan would include the following stand-alone elements:

1. Land Use
2. Housing (*not a part of this work program*)
3. Circulation
4. Noise
5. Safety
6. Conservation and Open Space
7. Air Quality and Energy
8. Community Design
9. Economic and Fiscal Sustainability
10. Flood Management

11. Parks and Recreation

12. Water

13. Implementation

The following components will be included in the General Plan Update. These can be organized into elements as described above, compiled into broader topics (e.g., Development, Public Facilities, and Natural Environment), or arranged as otherwise directed by the City.

INTRODUCTION

The introduction will identify the General Plan vision statement, discuss the planning context for the City of Milpitas, describe the organization of the General Plan, and describe how the General Plan complies with applicable regulations.

LAND USE

De Novo will develop a recommended list of goals, policies, and action items (including any mitigation measures developed during the concurrent environmental review process) to address the land use issues raised in the Existing Conditions Report, Issues and Opportunities Report, the Land Use Alternatives Report, Fiscal Analysis and through the community outreach and GPAC process. This element will include goals, policies, and actions that support the Preferred Land Use Map.

The Land Use Element will provide traditional descriptions of land use designations, and will include policy guidance to address the relationship between building facades and the public realm, the form and mass of buildings in relation to one another, and the scale and types of streets and blocks. The Land Use Element will capitalize on the community's assets and potential with "place making" ideas that ultimately create good public spaces that promote people's health, happiness, and well being.

The Land Use Element will provide goals, policies, and actions that cover the following topics:

- Growth and physical expansion
- Land use types, mix, balance, and location – density and intensity standards will be provided for each land use designation
 - Existing land use designations will be revised and augmented as necessary
 - Opportunities for place making
 - At table will identify the zoning designations that are consistent with each General Plan land use designation
 - Recommended zoning changes to ensure that zoning and general plan land use designations are in compliance
- Reference to land use issues addressed in other elements
- Zoning Ordinance, relevant specific plans, Design Guidelines (residential and commercial), and other applicable City documents – De Novo will review relevant planning documents to

ensure that the land use designations, goals, policies, and actions are consistent with adopted planning documents. Action items will be included to address any identified inconsistencies.

A parcel-specific, GIS-based land use map will indicate the distribution, location, and extent of the land use designations.

HOUSING ELEMENT

The City recently completed an update to the Housing Element. The De Novo team will coordinate with the City to ensure that all relevant policies contained in the Housing Element are internally consistent with the General Plan Update. An update of the Housing Element is not included in this scope of work.

CIRCULATION

The Circulation Element will compliment the Land Use Element and the Land Use Map, building upon the work conducted for the Existing Conditions Report, the Land Use Alternatives Report, and other recent circulation planning efforts in the City. Consistent with the California Governor's Office of Planning and Research (OPR) *Update to the General Plan Guidelines: Complete Streets and the Circulation Element*, which took effect in January 2011, the circulation projects and policies included in the Circulation Element will balance local and regional roadway projects with a "complete streets" theme that emphasizes a multi-modal system providing safe access for pedestrians, bicyclists, motorists and transit riders of all ages and abilities. This task will also include consideration of other recent legislation in the update of the Circulation Element policies, such as SB 743, which considers alternative metrics to Levels of Service.

It is expected that this effort will include crafting new policies that focus on emphasizing multimodal circulation. Additional transportation policy areas that the community may want to see emphasized include downtown circulation standards, and traffic calming policies for local and regional streets. Issues surrounding parking and goods movement will also be considered in the development and refinement of General Plan circulation policies.

The circulation network improvements that will be necessary to accommodate growth associated with the preferred General Plan land use map will be assessed and a Circulation Diagram will be prepared for inclusion in the General Plan.

The updated Circulation Element will also include goals related to the NACTO *Urban Street Design Guide* and the NACTO *Urban Bikeway Design* as well as the requirements of SB 743. The updated Circulation Element will include more emphasis on complete streets that are more conducive to encouraging and supporting pedestrian and bicycle modes of transportation.

Specific policies will be crafted to address MTC's requirements for jurisdictions to include "Complete Streets" policies in their Circulation Element updates. Additional transportation policy areas that the community may want to see emphasized include downtown- or transit-oriented development, and traffic calming policies for local and regional streets. The recommendations will be presented with an eye towards positioning capital improvement projects for grant funding eligibility.

NOISE

J.c. brennan & associates will serve as the team's Noise Engineer and will assist in preparation of the Noise Element. This element will provide goals, policies, and actions related to noise generation and exposure, and will include land use compatibility criteria and address interior and exterior noise standards for intermittent and short-term as well as stationary (light industrial, commercial facilities, public works projects, etc.) and transportation noise sources. Our team will work closely with the City during this process to ensure that the noise policies meet the needs of the City.

This work effort will include the calculation of future noise contour data based upon future traffic data, and other available information.

SAFETY

De Novo will also prepare a Safety Element that provides goals, policies, and actions for a variety of topics, including:

- Fire safety,
- Flooding,
- Sea level rise,
- Seismic safety and geologic hazards,
- Manmade hazards (chemical and pipeline explosions, release of toxic/hazardous substances, etc.) and transportation of hazardous materials,
- Other natural and man-made hazards/disasters, and
- Emergency operations and facilities.

CONSERVATION AND OPEN SPACE

The Conservation and Open Space Element will focus on the natural, environmental, and man-made resources and the provision of open spaces. The Conservation and Open Space Element combines the state-mandated Open Space and Conservation Elements and provides the foundation for resource conservation in the context of the City's long-term vision for the future and Land Use Map. The Conservation and Open Space Element will be developed to be consistent with other General Plan Elements (e.g., Land Use, Circulation), and its policies, programs, and implementation actions will address the following topics:

- Biological resources – including protection of special-status plant and wildlife species, conservation of sensitive communities, including wetlands, and habitat conservation, including resource conservation strategies.
- Cultural, historic, and paleontologic resources – Develop goals and policies for archaeological, historic, and paleontologic resources, including prehistoric period sites, historic period sites, and buildings and structures. Address Native American concerns and consult with Native American groups (pursuant to SB 18) and historical groups to inform development of policies related to the long-term identification and preservation of resources.

- Energy and mineral resources – Conservation of natural gas, energy, and mineral resources.
- Open space – including preservation, and conservation of natural resources for environmental concerns, and/or for public recreation, health, and safety.
- Recreational resources – including active and passive recreational resources.
- Scenic resources – protection of scenic views and roadways and areas identified as having aesthetic importance during the visioning process.

Our work effort will involve review of existing City standards, including ordinances adopted for watercourse and riparian resource protection, resource conservation, tree preservation and protection, and wetland protection and restoration. The Conservation and Open Space Element will include graphics depicting areas that are currently, or are proposed for conservation and preservation.

AIR QUALITY AND ENERGY

The Air Quality and Energy Element will include strategies and programs to reduce energy consumption, increase the use of alternative energy supplies, reduce impacts to local and regional air quality, and comply with all applicable regulations related to greenhouse gases and climate change. This element will be coordinated closely with the Climate Action Plan, and will serve as the primary link to incorporate the Climate Action Plan into the General Plan Update.

COMMUNITY DESIGN

The Community Design Element will define the urban form and character of Milpitas, while preserving and enhancing the desirable aspects of the community. The element will establish goals and policies that will guide the revitalization of the City's existing urban environment, while coordinating design efforts in areas of new development in order to fashion sometimes diverse urban design elements into a distinct sense of place that enhances the quality of life of those people who live and work in the community. Community form and character issues identified during the visioning process will be addressed. The City's Design Guidelines for Commercial and Residential projects will be thoroughly reviewed, referenced where appropriate, and any recommended changes to the guidelines will be specified in action items.

ECONOMIC AND FISCAL SUSTAINABILITY

The Economic and Fiscal Sustainability Element will provide necessary guidance to foster a strong and sound local economy, including goals and policies relating to employment, retention of existing businesses, and creation of new high-quality job opportunities. The element will include policies and actions designed to retain and attract business types that reflect the City's values, complement existing land use patterns, reduce commuter traffic, and facilitate commercial and professional business development along key travel corridors. The goals and policies will focus on maintaining a high quality of life that complements the City's character while promoting employment and revenue opportunities necessary to meet the needs of City residents and businesses.

The element will also present goals, policies, and actions relating to the City's long-term financial health and prosperity. The ability of the City to provide services such as police protection, parks,

recreation, code enforcement, planning, and public works is dependent on the City collecting adequate revenues. To ensure fiscal sustainability, historic, current, and projected fiscal and economic conditions will be reviewed as part of the development of the goal and policy framework. Policies relating to the diversification of revenue sources, cost recovery, public/private partnerships, balanced budgets, reserve funds, debt limitations, and financial asset management will be considered. BAE will assist the De Novo team in preparation of this element, particularly in regards to prioritizing development areas based on property and sales tax revenue generation potential and the City's ability to provide cost-effective services to new development.

Milpitas' economic development and fiscal vitality are inter-dependent. A vital local economy ensures that private investment is taking place in the community while generating needed tax revenues to support public services and facilities. When local government is adequately financed, it can in turn provide the infrastructure, planning and services essential for maintaining a high quality of life and environment where businesses can prosper.

Since the current Milpitas General Plan does not contain an Economic Development Element, this will represent the first time these topics are included in the General Plan. As such, the City may desire to conduct a more in-depth process with its Economic Development Commission, to formulate goals, policies, and action plans, than described here. The more in-depth process is described under Optional Task C- Economic Development Strategic Action Plan.

FLOOD MANAGEMENT

The Flood Management Element can either be prepared as a stand-alone element, or it could be combined with the Safety Element or the Water Element. This element will present goals, policies, and actions aimed at improving the existing flood control system throughout the City, establish standards for the construction of new flood control facilities, and include a cohesive City approach to respond to the potential risks associated with sea level rise.

PARKS AND RECREATION

The Parks and Recreation Element will establish goals, policies and actions that support a diverse and comprehensive network of active and passive parks and recreational amenities, City programs, trails, and other recreational facilities. This element will establish parks standards on a per capita basis, and identify requirements and responsibilities for new development to contribute to the City's recreational and parks resources. The City's Parks and Recreation Master Plan will be thoroughly reviewed, referenced where appropriate, and any recommended changes to the Plan will be specified in action items.

WATER

The primary purpose of this element and the reason for including this optional Element in the Milpitas General Plan is to ensure that the City's water resources are sustained and protected, and to consolidate information and policies related to the conservation and management of water resources, riparian corridors, and watershed lands. The Water Element can either be prepared as a stand-alone element, or it could be combined with the Flood Management Element or the Conservation Element. This element would address water supply and infrastructure requirements, surface and ground water quality protection, conservation, adaptive reuse, and other water-related topics and priorities.

IMPLEMENTATION

General Plan implementation is necessary to achieve the vision laid out by the General Plan. The implementation section will provide feasible, practical implementation methods that ensure the General Plan does not “sit on the shelf” but instead achieves the goals it sets out. This section will help ground the General Plan in reality and assist in ensuring that it produces real results. The implementation program will identify how each implementation measure will be implemented, including the City department responsible for implementation, the funding source(s), and timing of implementation. The De Novo team will work closely with City staff to prepare this section.

The De Novo Team will provide City staff with an Administrative Draft General Plan for review. We anticipate meeting with City staff to review comments and reach agreement on how to address potentially conflicting comments. We will incorporate the City’s comments on the Administrative Draft General Plan Update to create a Screencheck Draft General Plan.

TASK 5B – PUBLIC REVIEW DRAFT GENERAL PLAN

Following the City’s comments on the Screencheck Draft General Plan, De Novo will prepare the Draft General Plan for public review/comment and use during the City’s review and approval process. The Public Review Draft General Plan will be prepared in printed and electronic form. The Public Review Draft General Plan will be provided to the City for distribution to the public and appropriate agencies and posting on the City’s website. De Novo will be available to present the Draft General Plan and Draft Environmental Impact Report in a public workshop and/or Planning Commission and City Council meetings to provide the decision-makers and community with information regarding the intent and structure of the draft documents and to receive comments on the draft documents.

TASK 5C – FINAL GENERAL PLAN

We anticipate that a series of public hearings will be held by the Planning Commission and City Council to consider adoption of the General Plan. As changes are requested by these decision-making bodies, we will prepare modified General Plan text that will be provided as attachments to the staff report for consideration. De Novo will prepare a draft staff report and appropriate attachments prior to each hearing. De Novo will be available to present the General Plan and Final Environmental Impact Report at Planning Commission and City Council public hearings.

Based on City Council’s direction at the adoption of the General Plan, De Novo will edit the General Plan to be consistent with any revisions approved by the City Council and will prepare the final version of the General Plan.

TASK 6- MEETINGS, HEARINGS, AND PROJECT MANAGEMENT

As described previously in this proposal, our strategy includes two dedicated project managers who will be hands-on for the development of the General Plan and EIR. Our management team will attend all of the workshops and meetings, and will also author the Existing Conditions Report, Opportunities and Constraints Report, Land Use Alternatives Report, General Plan, and EIR documents.

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Our internal management procedures include: regular check-ins with subconsultant teams, internal weekly conference calls with the management team from De Novo and each subconsultant (as relevant to the timing of the task of each subconsultant), weekly updates to the task list, including internal deliverables necessary to meet our deliverables to the City, and establishment of a secure online file sharing site to assure that all background documents, technical reports, updated schedules, and approach memos are readily available to each team member.

We will closely coordinate with the City through each part of the process. Steps we take to assure timely performance include: weekly project calls with the City, monthly status reports, and a project task list that we update each month with the status of each task and deliverable, including subconsultant deliverables. This approach ensures open lines of communication, transparency in our work effort, and accountability. We are committed to completing this project on schedule and within budget and will take all appropriate steps to ensure that the project is managed effectively. The De Novo project managers will be available for regular meetings with City staff, either at City Hall or via conference call, to discuss the project and address the tasks that are currently underway.

The project schedule is provided in Section 3, Schedule, of this proposal and illustrates the timing of community workshops, outreach to the public, hearings, document preparation, and the De Novo team submittal and City review period for each deliverable included in this scope. The project schedule will be adjusted according to direction from City staff at the kick-off meeting.

B. ENVIRONMENTAL IMPACT REPORT (OPTIONAL TASK)

As described previously in this scope of work, it is our recommendation that the City elect to have our team complete the EIR concurrently with the General Plan Update. The tasks associated with preparation and completion of the EIR are described below.

TASK 1 – EIR KICK-OFF AND NOTICE OF PREPARATION/INITIAL STUDY

TASK 1A – EIR INITIATION

De Novo will meet with the City staff team to initiate the EIR portion of the work program. The purpose of the meeting will be to identify concerns and issues that have arisen since the first start-up meeting, review information needs, and discuss scheduling and expectations for the environmental setting and environmental review process. De Novo will coordinate with City staff for the preparation of a base map that will be used during meetings and presentations, and will also be used to provide base information for figures and exhibits used in the EIR. De Novo's GIS staff will be able to revise and amend the base map to address City staff comments.

TASK 1B – PROJECT DESCRIPTION

This section of the Draft EIR will be consistent with the requirements of State CEQA Guidelines Section 15124 and will provide a detailed description of the General Plan Update appropriate for the programmatic analysis of environmental impacts. This section will describe project components (e.g., land use map, policies/actions, circulation diagram, phasing of the General Plan Update, and planned roadway and infrastructure improvements, expected rate/extent of development under the General Plan Update including any phasing, utility and public service expansion (e.g., water, wastewater, solid waste, fire, law enforcement), and clear identification of what would be defined as a “subsequent project” under the General Plan Update. The City's objectives for the project will be described. In addition, graphics illustrating the proposed project and a description of anticipated actions associated with the project will be provided. The Project Description will support the anticipated development intensity and land uses envisioned for the General Plan, and will provide flexibility in regards to the evaluation of subsequent projects.

The Introduction section (see Task 2) will provide an overview of General Plan requirements and the update process, CEQA requirements for an EIR, an organizational outline of the EIR, and a discussion of the intended uses of the EIR.

The Project Description will be provided to City staff for review and acceptance prior to impact analysis.

TASK 1C – SIGNIFICANCE CRITERIA

A draft set of significance criteria will be prepared for review by staff. The significance criteria will include proposed criteria for each topical issue to be addressed in the EIR and will be based on Appendix G of the CEQA Guidelines as well as plans, regulations, and ordinances adopted by the City and, to the extent applicable, by state and regional agencies, such as the Bay Area AQMD, VTA, and Caltrans. Early agreement regarding significance criteria will help to focus the setting information and the impact analyses provided in the EIR.

TASK 1D - NOTICE OF PREPARATION/INITIAL STUDY/SCOPING MEETING

De Novo will prepare the Notice of Preparation (NOP) and associated initial study in accordance with the requirements of CEQA in order to define the scope of the environmental analysis. An administrative draft of the NOP and initial study will be prepared for City review. Upon two reviews by City staff of the NOP and initial study, De Novo will prepare the final NOP and initial study for public distribution. De Novo will submit 15 copies to the State Clearinghouse on behalf of the City.

The project will require a public scoping meeting, and De Novo will prepare presentation materials and facilitate the meeting. The scoping meeting will include an overview of the General Plan Update project and the environmental review process, as well as identification of environmental issues that will be addressed in the EIR. After completion of the scoping meeting, De Novo will provide a summary of environmental issues raised. In addition, De Novo (in coordination with the City) will seek one-on-one meetings with key local, regional, and state agencies.

TASK 2 DRAFT ENVIRONMENTAL IMPACT REPORT

The Draft EIR will be a Program EIR prepared consistent with the requirements of CEQA, the CEQA Guidelines, and relevant case law. The Draft EIR will be a readable, useful document that can be used to streamline review of future planning, infrastructure, and development projects that are consistent with the General Plan. The Draft EIR will consist of the chapters described below.

EXECUTIVE SUMMARY

This section will summarize the characteristics of the General Plan Update, describe areas of controversy, and provide a concise summary matrix of the project's environmental impacts and associated mitigation measures as required under State CEQA Guidelines Section 15123. The matrix will also identify proposed General Plan Update policies and actions that provide mitigation of identified environmental impacts. Alternatives to the proposed project will be summarized and the environmentally superior alternative will be identified.

CHAPTER 1: INTRODUCTION

This Section of the Draft EIR would provide an introduction and overview describing the intended use of the EIR and the review and certification process. This section will describe the purpose of the EIR, identify CEQA Guidelines and Public Resource Code requirements for a Program EIR, and describe how the Program EIR can be used to streamline environmental review of subsequent projects. A flowchart will be included that shows the process for subsequent environmental documents, identifying when it would be appropriate to prepare a Mitigated Negative Declaration versus a Focused or Project-level EIR.

We will include a description of the City's recently-adopted Climate Action Plan in the EIR, and will include implementation of the City's CAP as a component of the project description. This approach will allow the City to utilize the CEQA streamlining benefits for greenhouse gas impact analyses established by Section 15183.5 of the CEQA Guidelines.

CHAPTER 2: PROJECT DESCRIPTION

This Section of the Draft EIR will be consistent with the requirements of State CEQA Guidelines Section 15124 and will be based on the Project Description prepared under Task 1b, described above.

CHAPTER 3: ENVIRONMENTAL SETTING, IMPACTS AND MITIGATION MEASURES

This chapter will provide the baseline setting, general assumptions, and environmental analysis used in determining the environmental effects of the General Plan Update. This chapter will include an introductory section providing details on the “baseline conditions” assumptions for the analysis, land use forecasts for residential and non-residential uses, level of detail of programmatic analysis, consideration of key components of the General Plan Update (e.g., location of future growth, continued highest and best use of resources, conservation of natural resources, circulation system modifications, risks associated with seismic and wildfire hazards), and definition of the cumulative setting (e.g., geographic extent) and impact analysis. This section will also describe how direct and indirect environmental impacts are addressed associated with implementation of the General Plan Update and the multiple actions that may occur associated with its implementation (e.g., adoption of infrastructure master plans, update of CIPs, revisions to the Zoning Code, annexation requests, public service improvements).

Population, housing units, and non-residential uses, including employment, will be projected for the City under buildout conditions. The Draft EIR will analyze impacts associated with buildout conditions. This section will describe the basis of and approach to the impact analysis in the Draft EIR.

The EIR will evaluate each of the following environmental issues in detail:

- Aesthetics and Visual Resources
- Agricultural and Forest Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Geology, Soils, and Seismicity
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral and Energy Resources
- Noise
- Population, Housing, and Employment
- Public Services
- Recreation, Parks, and Open Space
- Transportation and Circulation
- Utilities and Service Systems

For each issue area, the following key components will be discussed in detail:

Existing Setting – This component will describe the existing affected environment as it pertains to each issue area. This section will be based on the information provided in the Existing Conditions Report (Task 2).

Regulatory Framework – This component will review federal, state, and local regulations and/or plans that apply to the specific issue area being discussed.

Impacts and Mitigation Measures – Adverse environmental impacts resulting from implementation of the General Plan Update will be identified, analyzed, and a determination will be made as to the significance of the impact. Any feasible mitigation measures and/or proposed General Plan policies that would reduce or eliminate potentially significant impacts will be identified. De Novo will work closely with City staff on crafting mitigation measure language and timing that is appropriate for inclusion in the General Plan Update and is suitable for use in the typical development review process.

CHAPTER 4 CUMULATIVE IMPACTS

De Novo will assess the impacts of General Plan implementation in combination with other known, approved or reasonably foreseeable development activity in the region. This analysis will be performed consistent with State CEQA Guidelines and be based on a list of known projects in the region as well as development forecasts contained in the City, as well as consideration of General Plan updates in the region. A table summarizing projected regional growth will be provided. A clear cumulative setting for each environmental topic will be described in the Draft EIR.

The cumulative analysis will address each topic covered in the environmental analysis (e.g., water supply, traffic, biological resources, etc.) and will identify appropriate mitigation measures for any significant impacts identified. The potential for the General Plan Update to induce growth, either through designation of land for growth, extension of services and infrastructure, or other project characteristics that may encourage and facilitate growth in the area, will be evaluated.

CHAPTER 5 OTHER CEQA REQUIREMENTS

The chapter will address other topics required by CEQA including significant irreversible environmental effects, a summary of significant and unavoidable impacts of the project, identification of environmental areas that would have no or less than significant impact, and an evaluation of the project related to each of the mandatory findings of significance identified at Section 15065 of the CEQA Guidelines.

CHAPTER 6 ALTERNATIVES ANALYSIS

De Novo will coordinate with City staff in the development of up to four alternatives to the proposed project, including the CEQA-required No Project Alternative. The alternatives analysis in the Draft EIR will focus on alternatives that avoid or minimize environmental effects as compared to the proposed General Plan Update. These alternatives will be described qualitatively and quantitatively, and contrasted with the proposed project in terms of the extent that the alternatives can achieve project objectives or reduce adverse impacts. It is anticipated that the alternatives analysis will be closely coordinated with General Plan Update planning work and will address issues of concern identified by the community.

This analysis will be presented in a separate chapter of the EIR and will include a comparative matrix of the alternatives to the proposed project based on the significant environmental effects

identified in the Draft EIR. Based on this analysis, the environmentally superior alternative will be identified as required by CEQA.

CHAPTER 7 REPORT PREPARERS AND REFERENCES

This chapter would identify all persons assisting in the preparation of the EIR as well as agencies and materials referenced for preparation of the EIR.

DRAFT ENVIRONMENTAL IMPACT REPORT PUBLICATION

Upon receiving comments on the Administrative Draft EIR, the De Novo team will make the edits and generate a “Screencheck Draft EIR” for City review before Draft EIR production and public review. Any final City edits will be incorporated into the Draft EIR.

De Novo will attend and participate in one public meeting on the Draft EIR, which will include preparation of a presentation on the content of the Draft EIR, including the major findings, and an overview of the CEQA process.

In order to keep Draft EIR copy costs down, De Novo may have the technical appendices placed on a CD that will be included in a sleeve in the back of the Draft EIR. De Novo will also place the Draft EIR on the General Plan Update website and be responsible for printing and distribution of the Draft EIR to the State Clearinghouse. We will prepare a Notice of Availability for the Draft EIR; it is anticipated that the City will have one round of review of the draft notice.

As described under the General Plan Update Scope of Work above, De Novo will attend public workshops and hearings to receive comments on the Draft General Plan and EIR. De Novo will provide City staff with support in preparation for these meetings, including preparation of draft staff reports and powerpoint presentation. We will attend meetings prepared to present the Draft General Plan and Draft EIR, and to answer questions regarding the scope and content of the documents.

TASK 3 FINAL ENVIRONMENTAL IMPACT REPORT

TASK 3A – FINAL EIR AND MITIGATION MONITORING AND REPORTING PROGRAM

At the conclusion of the Draft EIR public review period, the De Novo team will respond to all written comments received by the City. Upon completion, copies of the Administrative Final EIR will be forwarded to the City for review. The Final EIR document will include the comment letters, responses, and revisions to the Draft (text to be revised will be shown as an excerpt demarcated with underline for new text and ~~striketrough~~ for deleted text) will comprise the Final Environmental Impact Report (Final EIR), which will be a separately bound document.

With respect to the Final EIR and Response to Comments, the De Novo team anticipates 60 comment letters of normal detail (two to three pages in length), based upon our prior experience with projects of similar scope. Excess comments and/or complex comments that require additional technical analysis will be considered outside of this scope of work and cost estimate. We also assume one round of City review of the Administrative Final EIR and one round of City review of the Screencheck Final EIR prior to public release.

The Final EIR will include a comprehensive Mitigation Monitoring and Reporting Program (MMRP) pursuant to Section 21081.6 of the Public Resources Code. De Novo will draft the

MMRP using the information contained within the environmental analysis, including the specific mitigation measures, and how the mitigation measures will be incorporated into the General Plan Update. It is intended that each mitigation measure will be incorporated into the General Plan as a policy or implementation program, and that there will not be separate measures to monitor and enforce following adoption of the General Plan. As described under Task 3, the General Plan will include an implementation program that identifies how each implementation measure will be implemented, including the City department responsible for implementation, the funding source(s), and timing of implementation.

TASK 3B – CEQA FINDINGS OF FACT/STATEMENT OF OVERRIDING CONSIDERATIONS

CEQA Findings of Fact/Statement of Overriding Considerations (Findings) will be prepared that identify each potentially significant and significant impact, describe mitigation for the impact, and the resultant level of significance after mitigation. The Findings will identify each alternative and, if the alternative was not selected as the proposed project, identify why the alternative was not feasible and considerations for not selecting the alternative. For each significant and unavoidable impact, the Findings will identify economic, legal, social, technical, or other defensible reasons why the project should be approved in light of the significant effects of the project.

TASK 4 – MEETINGS, HEARINGS, AND PROJECT MANAGEMENT

As described under Task 5 of the General Plan Update Scope of Work above, De Novo will attend the public hearings for Planning Commission recommendations and City Council consideration of the General Plan and EIR. For each hearing, De Novo will provide City staff with support in preparation for these meetings, including preparation of draft staff reports and powerpoint presentations. We will attend meetings prepared to present the Draft General Plan and Draft EIR, and to answer questions regarding the scope and content of the documents. The De Novo team will prepare a Notice of Determination (NOD) that will be filed by the City upon project approval by the City Council.

As described under Task 6 of the General Plan Update Scope of Work above, De Novo will attend regular meetings with City staff to ensure that the project is on time, on budget, and that any issues are quickly resolved. De Novo will also be available for regular status meetings with the Planning Commission and City Council.

C. ECONOMIC DEVELOPMENT STRATEGIC ACTION PLAN (OPTIONAL TASK)

This task will add to the core services by following a more in-depth process to develop a comprehensive Economic Development Strategic Action Plan, which can then be summarized in terms of its goals and policies for easy inclusion into the General Plan Element (note: most cities do not include the entire Strategic Plan because it contains actions, funding, and recommended lead stakeholders, all of which are more detailed than the long-term legal framework of the GPU).

BAE has conducted this same process in parallel to a broader GPU process, for cities including Walnut Creek, Santa Cruz, Richmond, Pleasanton, San Ramon, and numerous other East Bay and South Bay cities.

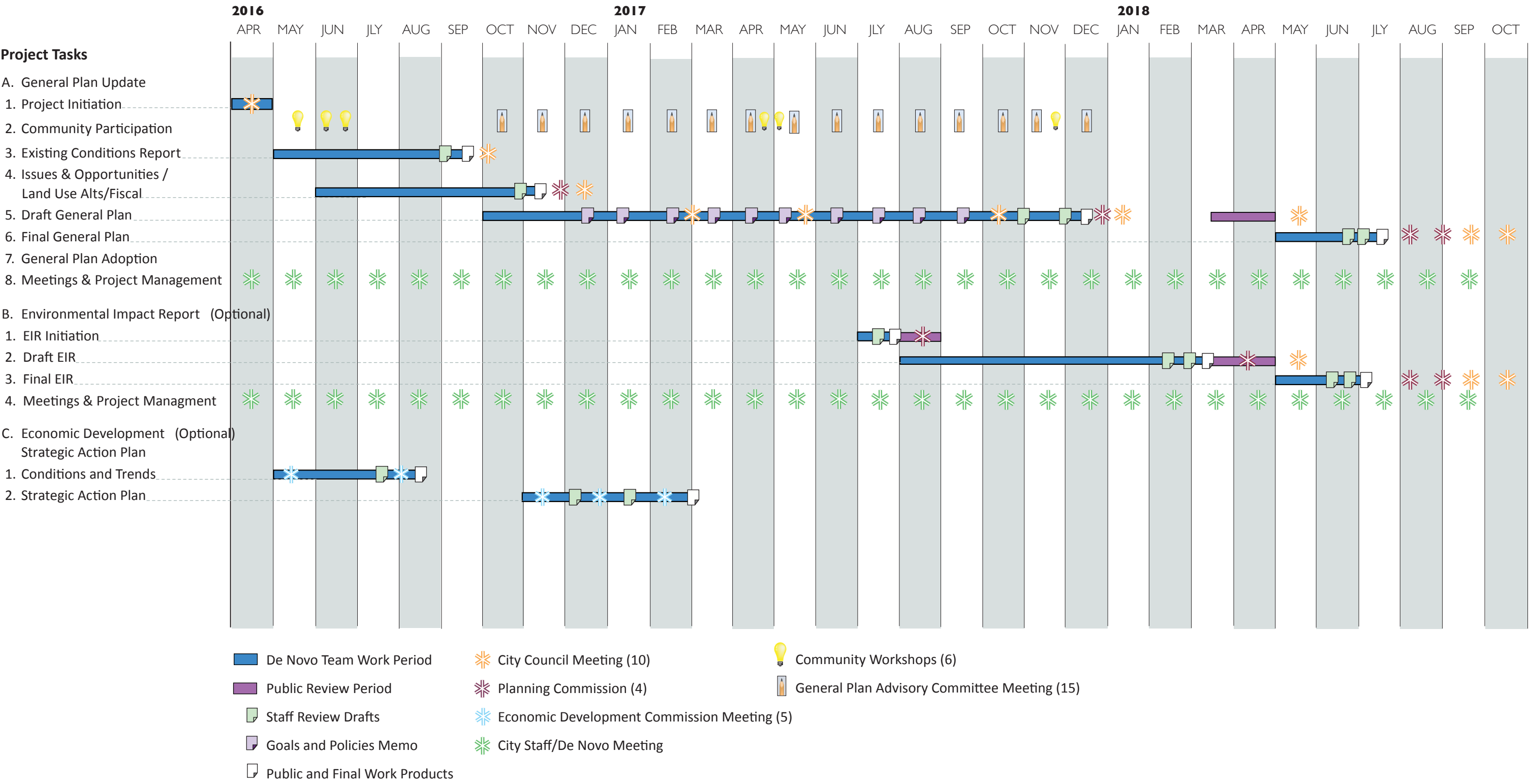
For this task, BAE will work with the Milpitas Economic Development Commission directly, as the Steering Committee to the process. The following steps will be completed:

1. Meeting #1 - Kick-Off
2. Prepare Conditions and Trends report (in core scope)
 - a. Conduct any additional research (e.g., interviews with stakeholders, business surveys, etc.)
3. Meeting #2 - Present and discuss Conditions and Trends report to Economic Development Commission
4. Revise Conditions and Trends report for publication (core)
5. Meeting #3 – Facilitate Goals, Policies, and Strategies Framework discussion
6. Prepare Draft Goals, Policies, Strategies Document
7. Meeting #4 – Review Strategies Document, discuss funding and leadership for each action
8. Revise Draft Strategic Plan
9. Meeting #5 – Discuss and finalize input to Strategic Plan
10. Prepare Final Strategic Plan Document

3. SCHEDULE

We are committed to completing our entire work effort within a two-year time period. The schedule on the following page, while aggressive, is realistic based on our recent experience completing comparable projects. Our team is committed to completing the General Plan Update and EIR in time to bring these documents before the City Council by September 2018. We anticipate that the City will complete review of all administrative draft documents within two weeks and all screencheck draft documents within one week. City staff review of draft staff reports, powerpoint presentations, meeting agendas and materials, etc. is anticipated to occur within two to four working days, unless the materials are exceptionally lengthy.

PROJECT SCHEDULE



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Milpitas General Plan Update Proposal

PROJECT BUDGET

TASK/ACTIVITY	Project Manager/ Principal	Associate Planner	GIS and Graphics	Senior Designer	De Novo Subtotal		Traffic W-Trans	Econ/Fiscal BAE	Noise J.C. Brennan	Cultural Peak	Infrastructure West Yost	Direct Costs Printing	Cost
	\$130/hour	\$95/hour	\$85/hour	\$125/hour	Hours	Cost							
TASK A: GENERAL PLAN UPDATE													
Task 1: Project Initiation	72	40	24	-	136	\$15,200	\$6,310	-	-	-	-	-	\$21,510
Task 2: Community Participation Program	564	120	98	86	868	\$103,800	\$10,000	\$8,950	-	\$960	-	\$3,200	\$126,910
Task 3: Existing Conditions Report	350	496	80	-	926	\$99,420	\$50,480	\$30,125	\$9,774	\$6,260	\$15,600	\$2,100	\$213,759
Task 4: Issues and Opportunities/Land Use Alts Report	325	185	124	74	708	\$79,615	\$20,850	\$26,125	-	-	-	\$2,100	\$128,690
Task 5a: Draft General Plan	640	240	102	80	1,062	\$124,670	\$15,520	\$11,425	\$1,240	\$1,200	-	\$3,400	\$157,455
Task 5b: Final General Plan	130	62	24	16	232	\$26,830	\$3,000	-	-	-	-	\$5,400	\$35,230
Task 6: Meetings and Project Management	280	86	0	40	406	\$49,570	\$15,470	\$9,875	\$2,508	-	-	-	\$77,423
TASK A SUBTOTAL	2,361	1,229	1,229	452	4,338	\$499,105	\$121,630	\$86,500	\$13,522	\$8,420	\$15,600	\$16,200	\$760,977
TOTAL FEE (Core Tasks)													\$760,977
OPTIONAL TASKS													
TASK B: ENVIRONMENTAL IMPACT REPORT													
Task 1: EIR Project Initiation (Kick-off, NOP, Scoping)	40	32	16	-	100	\$10,950	-	-	-	-	-	\$900	\$11,850
Task 2: Draft Environmental Impact Report	260	240	58	-	558	\$61,530	\$70,370	-	\$6,220	-	\$7,000	\$2,400	\$147,520
Task 3: Public Hearings	32	32	0	-	64	\$7,200	-	-	-	-	-	-	\$7,200
Task 4: Final Environmental Impact Report	90	48	12	-	134	\$15,410	\$8,000					\$1,600	\$25,010
Task 5: Meetings and Project Management	56	18	0	-	78	\$9,510	-	-	-	-	-	-	\$9,510
TASK B SUBTOTAL	478	370	86	-	934	\$104,600	\$78,370	\$0	\$6,220	\$0	\$7,000	\$4,900	\$201,090
TASK C: ECONOMIC DEVELOPMENT STRATEGIC PLAN													
Task 1: Meetings and Workshops	48	-	-	-	48	\$6,240	-	\$16,725	-	-	-	-	\$22,965
Task 2: Documentation and Analysis	15	-	-	-	15	\$1,950	-	\$13,000	-	-	-	-	\$14,950
TASK C SUBTOTAL	63	-	-	-	63	\$8,190	-	\$29,725	-	-	-	-	\$37,915
Subtotal Hours (including Optional Tasks)	2,902	1,599	538	296	5,335	-	\$200,000	\$116,225	\$19,742	\$8,420	\$22,600	\$21,100	\$999,982
TOTAL FEES (including Optional Tasks)	\$377,260	\$151,905	\$45,730	\$37,000	-	\$611,895	-	-	-	-	-	-	\$999,982

Note: Subconsultants and Direct Costs are billed at no markup.
De Novo Planning Group reserves the right to reallocate budget between various consulting team members and between tasks, provided the overall project budget does not change.

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5. MANAGEMENT PROGRAM

5.1 PROJECT TEAM

The De Novo team is strategically assembled as a multidisciplinary team of experts with exceptional General Plan preparation experience and understanding of local issues. Our team has the local and regional experience to provide an outstanding General Plan and EIR. An expanded discussion of the individual team members and their respect qualifications and experience has been provided in the Statement of Qualifications we submitted to the City in October.

PROGRESSIVE PLANNING IDEAS, CONCEPTS, AND DESIGN SKILLS

The De Novo team includes individuals with broad urban planning knowledge and ideologies that will serve to create a General Plan that is progressive and reflects the City's philosophies, beliefs, and values, while building off of and continuing the extensive public input and planning that the City has undertaken during recent planning efforts associated with the Climate Action Plan, the Midtown Specific Plan and the Transit Area Specific Plan. Our team includes firms with recent local experience and an understanding of pertinent local and regional issues. We have selected a team that is extremely well suited to develop a General Plan that promotes a fiscally sound and economically viable community, supported by a land use plan, circulation plan, and policy framework that is based on the values identified by the community.

ONE PROJECT TEAM FOR ALL ASPECTS OF THE GENERAL PLAN UPDATE

We have assembled a focused group of Principal-level planners who will be dedicated to all aspects of this project from start to finish. De Novo's three Principals will serve as the primary authors of each document prepared as part of this work effort (Background Report, Opportunities and Constraints Report, Land Use Alternatives Report, General Plan, EIR, etc). By using the same focused team of planners for all stages of this process, we will ensure that each document prepared as part of this process is written in a manner that will maximize its utility later in the process. For example, the Existing Conditions Report will be written to include all of the information that will be needed for the environmental setting sections of the Draft EIR. This approach allows us to significantly reduce the cost of preparing the EIR, and streamlines the project schedule. Another example of the benefits of this approach is that the General Plan and the EIR will be drafted concurrently, using the same team of planners for each document. This approach allows us to craft the General Plan to be largely a "self-mitigating" document. By identifying potential environmental impacts while the General Plan is still in development, we will avoid the need to revise the policies in the General Plan after they have been reviewed and approved by staff, the Planning Commission, and the City Council.

BENEFITS OF A RELATIVELY SMALL PLANNING FIRM

The three De Novo Principals have served as senior project managers with larger consulting firms in California, and through this experience we have gained intimate knowledge of the operational inefficiencies of large firms and the burdens that they can cause public agencies. Larger firms tend to carry cumbersome over-head costs, which results in the need for higher hourly billing rates, frequent contract modifications, and can have high staff turnover, which causes changes in project managers midstream during a project. Because we remain small we are able to offer our clients with significantly lower rates, while still providing our clients with

Principal-level attention to each project. We pride ourselves on our ability to deliver on our commitments, exceed expectations, and satisfy our clients with quality work on schedule and on time.

5.2 MANAGEMENT APPROACH

Our approach to managing the Milpitas General Plan Update and EIR is to provide the City with a two-person management team consisting of De Novo Principals Beth Thompson and Ben Ritchie. Ms. Thompson and Mr. Ritchie will be involved with every aspect of the project from start to finish. Our goal as project managers is to assume responsibility for every aspect of the process, and to coordinate and communicate with City staff in a manner that makes optimum beneficial use of staff time, ensures quality control throughout every stage of the project, and ensures that the project remains on schedule.

To maintain clear and open lines of communication between our team and City staff, Mr. Ritchie will serve as the single primary point of contact between the entire De Novo team and the City. Mr. Ritchie will assume responsibility for the dissemination of project information to the appropriate team member or technical subconsultant, and will act as a liaison to the City on behalf of the entire project team. This approach will ensure that our entire team stays abreast of shifting and evolving project issues, remains on schedule, and ensures that the City never has to second-guess who to call regarding any given project issue.

As part of our management and communication efforts, the De Novo Project Managers will complete the following:

- Conduct bi-weekly conference calls with City staff, which may include other key team members as needed.
- Attend monthly project meetings with the City Planning staff.
- Provide written project summaries on a monthly basis, including a summary of work completed to date, tasks scheduled for completion during the following month, and a summary of key project issues currently applicable to the work program. These progress memos will also include a summary of items and information needed from City staff in order to adhere to the project schedule. We will ensure that City staff is aware of any pending deadlines and project responsibilities on the City's end.
- As part of our project management activities, the management team will prepare written de-briefings following all project meetings to memorialize what was discussed, outstanding items yet to be completed, and clarification on timing and completion responsibility for all tasks.
- In order to reduce burdens on City Planning staff, we would also propose to prepare draft copies of staff reports for all public hearings related to the General Plan update. Our management team will work as an extension of staff and will assist staff with all aspects of this project.

Our project team also includes several technical subconsultants who will utilize their own project managers to oversee and guide their internal processes. We will ask these team members to attend key project meetings in order to provide technical expertise on an as-needed

basis. Ms. Thompson and Mr. Ritchie will ensure that all communication between technical members of our team and City staff flows through us, to ensure that there are no gaps in the communication chain.

PRINCIPAL-LEVEL TEAM

All reports and documents prepared for this project will be authored and reviewed by De Novo's principals. Our use of a principal-level team is based on our strong desire to provide the City with the best possible work product and the smoothest process possible.

QUALITY CONTROL PROCESS

Coordinating closely with Milpitas staff, technical specialists, and project planners, De Novo's management team will ensure that our products address regulatory requirements, reflect the values and vision of the community and are completed in a timely and professional manner. Our internal quality control review includes review of all documents by the Project Manager, Co-Project Manager, and a Technical Editor.

Project Managers – This first stage of review includes verification of the technical adequacy of the analysis, that the document addresses the format and content requirements of the client, technical information, and that all components of the project are analyzed consistently throughout the document. This review is intended to ensure document accuracy as well as consistency between policy documents and technical/environmental studies.

Peer Review – A De Novo principal will peer review technical information and identify any necessary action to ensure that the technical analysis is adequate. Additionally, we will review all of the policies developed for each General Plan Element to ensure consistency, clarity, enforceability, and the effectiveness of the policies in implementing the City's vision and goals for the life of the General Plan.

CEQA Review - this stage of review consists of a comprehensive, detailed review of all CEQA documents prepared as part of this process. This review involves senior staff not directly involved in the day to day work on the project in order to provide a clean set of eyes and perspective.

Technical Editor – This final stage of review focuses on grammar, spelling, and internal consistency and ensures that the document is written in a clear and understandable manner. This review involves senior staff not directly involved in the day to day work on the project in order to provide a clean set of eyes and perspective.